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The Solicitors' Journal and Weekly Reporter.

LONDON, NOVEMBER 14, 1908.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Land Transfer Commission.

THIS COMMISSION continues to wend its monotonous way among the propositions advanced by Mr. BRICKDALE. His evidence has occupied four sittings, and was not concluded when the Commission rose last week.

The County Courts Committee.

WE ARE NOW enabled to announce the names of the members of this Committee, and we think it will be considered that we were justified in describing it as "a strong committee." Sir GORELL BARNES is the chairman, and the other members are Mr. Justice CHANNELL, Judge ATKINSON, Sir JOHN MACDONELL, C.B., Sir MACKENZIE CHALMERS, Mr. BONSEY, Mr. CLEAVER, Mr. ELLETT, and Mr. BRIDGEMAN, of the Treasury. It is understood that the Committee has met twice, and that certain queries and communications have been circulated among the county court judges and the law societies throughout the kingdom.

The Committee on the Court of Appeal and Subjects Connected Therewith.

IT IS announced that this Committee, consisting of Lord MACNAGHTEN (chairman), the Lord Chief Justice, the Master of the Rolls, Sir GORELL BARNES, Mr. Justice BIGHAM, Mr. Justice WARRINGTON, Sir ROBERT FINLAY, K.C., Mr. ELDON BANKES, K.C., Mr. ROWLATT, Master CHITTY, Mr. C. A. COWARD, and Mr. WILLIAM CORBETT, has finished its sittings, but the report has not yet appeared. It is, however, believed that it will not long be delayed.

The New Taxing Master.

MR. FRANK RICHARD TURNER BLOXAM, solicitor, of the firm of Messrs. Paterson, Snow, Bloxam, & Kinder, has been appointed a Taxing Master of the Supreme Court, in place of Mr. E. SHEARME, resigned. The above-mentioned firm would seem to correspond, as regards legal promotion, with the Vicarage of Leeds as regards ecclesiastical promotion. It is really curious to note the number of excellent and efficient officials it has provided. We think we are right in mentioning the following: (1) Mr. RICHARD BLOXAM (deceased), Taxing Master; (2) Mr. EDWARD BLOXAM (deceased), Chief Clerk; (3) Mr. J. W. HAWKINS, Master; (4) Mr. C. BURNBY, Master; (5) Mr. FREDERICK BLOXAM (who was articled to the firm), Registrar; (6) Mr. FRANK BLOXAM, Taxing Master. And we may add to these the name of Mr. FRANK E. W. NICHOLS, a first class Clerk in the Chancery Chambers, who was for upwards of ten years a managing clerk to the firm.

Protracted Trials.

THE CASE of *Wyles v. Lewis*, which has just come before the Court of Appeal, was tried before PHILLIMORE, J., and a special jury in the King's Bench Division. The trial lasted thirty-three days, and it is said that its duration in jury trials has been exceeded only by the *Tichborne case* and by the well-known trial in the case of *Belt v. Lawes*. It will be remembered that the trial in the latter case was followed by the bankruptcy of the defendant, and it would appear from a report which we have just read of a case in the Bankruptcy Court that the suitors are not the only persons who suffer pecuniary inconvenience from protracted trials. The bankrupt, a stock and share dealer, was duly examined by the official receiver, and in the course of this examination attributed his failure, not merely to such ordinary causes as speculation in differences, ill-health, and bad debts, but to "loss sustained by having to attend a jury." If trials like that of *Wyles v. Lewis* are followed by others of similar length, the failure of jurors may be no unusual occurrence. The Court of Appeal, presided over by Lord Justice VAUGHAN WILLIAMS, will no doubt examine the case with unrelaxing vigilance and care, and it is predicted by the experienced counsel who are addressing the court that the appeal will not be determined before the close of the sittings.

The late Sir James Mathew.

THE DEATH of Sir JAMES CHARLES MATHEW finally closes the career of one of the most illustrious of modern judges, whose practical work was ended nearly two years ago by his illness and retirement. For half a century he held a commanding position at the bar and on the bench, a position gained and retained by sheer ability of every sort: consummate ability in acquiring knowledge of legal principles and practical technicalities, wide learning far beyond the bounds of English law or ordinary English education, a masterful will in turning all his knowledge and learning to account in the improvement and reform of law and practice, and a brilliant wit which alone would have won him a great reputation, but in his case served mainly to give point and finish to his more solid qualities. He was one of the fortunate few whose work lives after them. The Commercial Court is his practical monument, if one be sought. But his spirit and example make a more valuable, if less materialized, memorial. He founded himself on a great ideal, and that ideal was Lord MANSFIELD; and it was a strange and fortunate coincidence that the work of Lord MANSFIELD called for renewal and restoration just when Sir JAMES MATHEW was promoted to the bench. In this respect he was singularly happy in his opportunity, and he was equal to the emergency, both in ability and in authority. For his fame was known not only to lawyers but to commercial men, and not only in England but in most parts of the world, and he was implicitly trusted. He was like the Roman centurion. He said to the lawyers, Reform this court thus, and they reformed it; and he said to the suitors, Come, and they came. And withal he remained a light-hearted youth in his bright satirical humour. On his retirement we fully reviewed his career (50 SOLICITORS' JOURNAL, 202) and we find nothing to add or subtract. We cannot expect to find two such men in a generation: we can only offer to his memory the highest praise of a Roman citizen, *Bene meruit de re publica*.

Typewritten Cheques and Bills.

THE COMPLAINTS made by the Secretary of the Institute of Bankers against the growing practice of filling in the body of cheques in typewriting, reminds us of passages in old legal textbooks as to the reasons why deeds should be written on paper, vellum or parchment, and not on wood, leather, cloth, or the like. It is explained in Coke upon Littleton that the writing on paper or parchment can least be vitiated, altered or corrupted. And we are assured at the present day that fraud is much facilitated by the use of typewritten cheques or bills, for it is a comparatively easy matter for a dexterous forger to alter words and figures in such documents so as to escape detection. A further difficulty is occasioned by the growing tendency to have signatures impressed with rubber stamps. But it has long been settled that a deed is not the less a deed because it is printed

or lithographed, and it is not likely that a bustling age, accustomed to tube railways and motor omnibuses, will give up any practice by which time is saved. We are told that our ancestors made use of seals instead of signatures for the simple reason that they had not been taught to write, and it may be asked, is it worth knowing how to write when in every department of business the unwillingness to put pen to paper is steadily increasing? Other complaints as to the varying size of cheques are of little interest to lawyers. It is said that the size varies between that of a newspaper and that of a visiting card, and that useless advertisements sometimes make the necessary particulars as to the paying banker and other matters the least conspicuous part of the cheque. But these objections are more suited for the consideration of the Clearing House than for that of the law courts. The size of cheques can only be adjusted by mercantile opinion and custom.

The Draft Judicial Committee Rules.

A SET of draft rules, consolidating and amending the practice in the Judicial Committee, have been issued. The rules are 88 in number, and will be known as the Judicial Committee Rules, 1908. The existing rules are dated at various periods from 1842 to 1905, and all these will be revoked. In some respects the rules, without altering the practice, give more specific directions for the guidance of appellants. Thus rule 2 requires that a petition for special leave to appeal shall state succinctly and fairly all facts necessary for deciding whether leave should be granted, and shall not deal further than is so necessary with the merits of the case. A petitioner may appeal *in forma pauperis* if he is not worth more than £25; hitherto the limit has been £5; and similarly, as to respondents (rules 8, 44). Rule 12 provides for the printing of the record of the case in the court appealed from, and rule 17 contains directions intended to reduce the bulk of the record by the exclusion of unnecessary documents, particularly such as are merely formal. Where the appeal is likely to turn exclusively on a question of law, this may, under rule 25, be raised in the form of a special case, and then the print of the record will contain only matter relevant to such special case. Rule 52 directs the registrar to refuse to receive a petition containing scandalous matter, subject, however, to appeal to the Judicial Committee. Hitherto, it seems, the registrar has had no such power. Rule 54 prescribes fixed times for putting petitions into the paper after they have been lodged; these are, in the absence of special circumstances of urgency, three days in the case of unopposed, and ten days in the case of opposed petitions. The rule represents the actual practice, but it has never been formally prescribed. Similarly rule 57 states and sanctions the existing practice as to withdrawing petitions. Rule 60 denies hearing to a party who has not lodged his case, but this is not to prevent a respondent who is merely a stakeholder or trustee, with no other interest in the appeal, from addressing the Committee on the question of costs. On the hearing of a petition only one counsel, and on the hearing of the appeal not more than two counsel, are to be heard on a side (rules 59, 72). This is the existing practice; and, as under that practice, rule 76 limits the taxation of costs in England to costs incurred in England. Schedule C contains a list of the fees to be allowed to agents, and of the Council Office fees. The rules will be very useful in facilitating knowledge of the practice of the Judicial Committee, and the draft has been prepared so as to shew clearly by observations on each rule how far it affirms or alters the existing practice.

Implied Obligations in Leases.

WE DISCUSS elsewhere the decision in *Butterley Co. v. New Hucknall Colliery Co.*, dealing with the principles laid down in *Butterknowle Colliery v. Bishop Auckland Co-operative Co.* An instance of the application of these principles to a lease having nothing to do with mining has occurred, since the *Butterknowle case*, in the Privy Council, says a correspondent, and deserves the attention of the English practitioner, if only because the judgment was delivered by the present Lord Chancellor (who presided in the House of Lords at the hearing of the *Butterknowle case*, and whose judgment in the latter case is quoted at some length by FLETCHER MOULTON, L.J., in *Butterley Co. v. New Hucknall Colliery*). *Lyttelton*

Times Co. v. Warners (1907, A. C. 476) was an appeal from New Zealand. The appellants were lessors, and the respondents were lessees who had rented part of the appellants' building. The part so rented was to be used as bedrooms in the respondents' hotel, the business of printing being carried on by the appellants in the rest of the building. The arrangement had been made in the belief that the noise of the printing machinery would not interfere with the comfort of the occupants of the bedrooms. This belief turned out to be mistaken, and the respondents sought (and obtained from the New Zealand court) an injunction restraining the appellants from using their printing machinery between certain hours. On appeal, the Judicial Committee reversed the New Zealand court, and ordered the action to be dismissed with costs. The Lord Chancellor said, in the course of the judgment delivered by him: "... both parties agreed upon a building scheme with the intention that the building should be used for bedrooms and also for a printing house. ... Both parties believed these two uses could co-exist without clashing, and that was why both of them accepted the scheme. ... That the plaintiffs would have reasonably quiet bedrooms ... was only one half of the common intention. The other half was that the defendants should keep on printing. One cannot bisect the intention and enforce one half of it when the effect of so doing would be to frustrate the other half." Apparently a lease could only be construed without the slightest reference to any intention or circumstance by which an obligation is implied, if it were stated in express terms that no provision of any kind was to be implied. This seems to have been done in only one reported case, and that, oddly enough, was a New Zealand case, on appeal to the Privy Council: see *Eccles v. Mills* (1898, A. C. 360).

Legatees and Statute-barred Debts.

IT IS, as is well known, the principle of the Statutes of Limitation which deal with personal actions that the remedy only is barred, the debt itself remaining unextinguished, therein differing from the Real Property Limitation Acts, under which, when the statutory period has expired, the title is gone. And this distinction has important practical differences, for a creditor who has been disabled by the lapse of time from bringing an action to recover his debt can avail himself of any means for securing payment which do not involve the actual commencement of proceedings by him. Where, for instance, he has a lien upon property of the debtor he can avail himself of this to satisfy the debt. Upon the same principle, where an executor has in hand a legacy or share of residue due to a legatee, and the legatee is indebted to the estate, he can retain the amount out of the debt, and is only bound to pay the balance over to the legatee; or, as it has sometimes been put, he can treat the legatee as having already the amount of the debt in hand, so that the balance is all that is due to him: *Courtenay v. Williams* (3 Hare 539, 553); *Re Akerman* (1891, 3 Ch., p. 219). In the recent case of *Re Bruce* (1908, 1 Ch. 850) NEVILLE, J., extended the principle to the case where a legatee, who was entitled to a share of the residuary estate of a testator, was also executor and sole residuary legatee of a debtor to the testator's estate; and, putting aside technicalities, there seems no reason why payment should not be thus obtained. The legatee was in effect the person bound to pay the debt, and he was the person to receive the share of residue, and the principle of *Courtenay v. Williams* seems to apply. But the Court of Appeal (Weekly Notes, 1908, p. 209) have declined to put aside technicalities in this way. The legatee was not himself a debtor to the testator's estate, and he was not to be treated as if he had in hand the amount of debt owing by the actual debtor. Accordingly, he was not required to bring that sum into account against his share of residuum.

Loss of Goods in Transit.

A CORRESPONDENT in one of the medical periodicals draws attention to a case which often arises in the case of medical practitioners who have to order articles or drugs which they require from a distance. The practitioner, having received a sample of a medical preparation from a firm of manufacturing

druggists, writes a letter ordering a small supply of the article in question. It is never received by him, though the druggists write informing him that it has been duly dispatched by post. Upon his refusal to pay for goods which he has never received, he is sued in the county court and judgment is given against him on the ground that, as between himself and the vendors, he is liable, whatever may be his right to recover damages from the carrier. This decision appears to us to be in accordance with the Sale of Goods Act, 1893, s. 18 (2); the seller in pursuance of the contract having delivered the goods to a carrier or other bailee or custodian (whether named by the buyer or not) for the purpose of transmission to the buyer. When goods are ordered to be sent to some more or less distant place it is assumed by the purchaser that they will be forwarded by post, or by the most convenient railway, or by a firm of carriers. If the mode of carriage is specified by the purchaser, the carrier becomes his agent to receive the goods from the vendor. The fact that no mode of carriage is specified, or that the vendor undertakes to bear the cost of the carriage, does not prevent the transfer of the property. The correspondent suggests that the purchaser, when arranging for the dispatch of goods to him, should stipulate that they are "at vendor's risk." It is, however, very doubtful whether the vendor would submit to such a stipulation in the case of ordinary transactions. The whole matter is fully discussed in the last edition of Bullen & Leake's Precedents of Pleading in a note as to the parties to an action against a carrier for the loss of goods. It is there stated that, in the case of goods which are forwarded by the vendor to the purchaser through a carrier, it is sometimes a matter of nicety to determine whether the action should be brought in the name of the consignor or in that of the consignee. The case to which we have referred appears, however, to be free from difficulty.

Illegal Wearing of Military Uniforms.

THE UNIFORMS ACT, 1894, which prohibits the wearing without authority of military uniforms, subject to a proviso in favour of theatrical performances, by section 3 imposes a penalty on any person, not serving in her Majesty's naval or military forces, who wears, without her Majesty's permission, the uniforms of any of these forces or any dress having the appearance "of bearing any of the regimental or other distinctive marks of any such uniform in such manner or under such circumstances as to be likely to bring contempt upon that uniform." We do not know whether there has been any decision upon the proper meaning of this section, which was enacted with the object of preventing the use of naval and military uniforms by sandwichmen and other employees of advertising agencies; but a curious case has just arisen in France, which is subject to a similar law. A respectable husbandman of Arracon (Meurthe et Moselle), yielding to the persuasions of a publisher of illustrated postcards, put on the uniform of a gendarme and allowed himself to be photographed in this costume near one of the posts marking the frontier. He was immediately summoned by the police authorities before the correctional court for illegal wearing of the uniform, but after the case had been duly heard, was acquitted. The court were of opinion that the charge could only be maintained where the defendant had put on the uniform with the intention of availing himself of the privileges attached to it, and proof that the defendant had put on the dress for the purposes of an artistic group did not constitute an infraction of the law. An English court would have had to consider whether the proceeding was likely to bring contempt upon the uniform, but would have had no difficulty in giving a similar decision.

Personation by Woman of Male Elector.

A CURIOUS case with regard to the law of elections is reported from Scotland. A solicitor at Coatbridge, near Glasgow, who acted as returning officer at the election, has reported to the authorities that a woman dressed as a man attempted to impersonate her dead husband in order to secure a ballot paper to vote at the poll. The Public Prosecutor is reported to be making inquiries with a view of instituting a prosecution. The question

of what would happen at a Parliamentary election if it appeared that women whose names gave no indication of their sex had been by inadvertence placed on the register of voters, and had afterwards, dressed as men, succeeded in voting at the election, has often been discussed. If in any such election the majority was a narrow one, it might be in the highest degree necessary that such votes should be challenged, but this apparently could only be done under a scrutiny. The fact that this proceeding, with all its delay and expense, would be required may be used by some persons as an argument against vote by ballot.

The Judges of the King's Bench Division.

RUMOURS of the resignation of one or more of the senior judges of the King's Bench Division have appeared in some of the weekly papers, but we have no reason to believe that these rumours are well founded. There are, at all events, no such valid reasons for resignation as appear to have existed in the early part of the last century, and it is interesting to compare any criticism of the judges of 1908 with what was written by the Reverend SYDNEY SMITH in 1826 in his essay on "Counsel for Prisoners": "The great majority of judges we have no doubt are upright and pure, but some have been selected for flexible politics, some are passionate, some are in a hurry, some are violent churchmen, some resemble ancient females, some have the gout, some are eighty years old, some are blind and deaf and have lost their power of smelling." This statement, written in the reign of GEORGE THE FOURTH, is obviously an exaggeration, but it would be quite impossible to apply it to the judges of the present day.

The Bar of Manitoba.

THE BAR of Manitoba, an important province of Canada, have, it is said, been much excited by hearing of what is described in the newspapers as "a regrettable incident," namely, a violent assault upon the Attorney-General by a prominent young lawyer of Winnipeg. The assault is stated to have taken place in a public street crowded with promenaders. The young lawyer met the Attorney-General in the public street and forcibly prevented him from getting away, demanding a public apology for the language which the Attorney-General had used with regard to him when he was endeavouring to procure the release of persons charged with political offences. The Attorney-General refused to apologize, and was then assaulted and driven across the street by the young lawyer, who was subsequently arrested under a warrant charging him with the assault, but was released on bail. Party feeling appears to be strong in Manitoba, but Englishmen will entirely accept the proposition of the *Globe* of Toronto, that "any repetition of such an incident can only lead to the degradation of public life. The Attorney-General cannot exercise any control over the bench, and any complaint of the manner in which he has exercised the duties of his office should be dealt with by the courts."

The Selection of Solicitors' Clerks.

WE HAVE just read of the trial and conviction at the Leeds Assizes of a consummate scoundrel who appeared to have been guilty of numerous bigamies and larcenies. We only refer to the case for the purpose of drawing attention to the comparative ease with which, at different stages of his criminal career, he obtained employment as a solicitor's clerk. The competition for such employment is understood to be severe, and the selection of such a person as the prisoner would be remarkable were it not for his probable ability, and forged references. The ordinary precautions in the case of written references can hardly, however, have been taken.

Subsidence by Mining.

THE decision of the Court of Appeal in *Butterley Co. (Limited) v. New Hucknall Colliery Co. (Limited)* (reported elsewhere), reversing the judgment of NEVILLE, J. (24 T. L. R. 752), is of great importance with regard to the right of a lessee of minerals to work them so as to let down the superincumbent earth, whether this is surface land or a higher seam of minerals, and it is interesting because a new way of looking at the actual facts

of mining operations has been allowed to overrule what most lawyers would probably have regarded as a perfectly correct application of the law to the documents before the court. At present the result stops at the acknowledgment of the right of the lessee of the lower seam to work it so as to let down the upper seam, paying compensation; whether the same right would be acknowledged as regards the letting down of the surface remains, it would seem, for future litigation.

The general principle that the owner of the surface or of an upper seam of minerals is entitled to support from the underlying earth is well established, and though, upon a severance of the upper and lower strata, he can abandon this right of support, it is for the owner or lessee of the lower stratum to shew that this has been done. Where the landowner grants the surface, reserving for himself the minerals and the right to work them, it of course follows that he cannot let down the surface, unless he has clearly reserved the right to do so, and the mere insertion of a provision for payment of compensation for surface damage will not give him the right. It was so held in one of the early cases on the subject: *Harris v. Ryding* (5 M. & W. 60); see *Smart v. Morton* (5 E. & B. 30). To let down the surface in the absence of clear power to do so would be to derogate from his own grant. But the principle of the surface owner's right to support is the same in whatever manner the separation of title to the surface and the minerals has arisen; whether, for example, it is by virtue of an inclosure award (*Love v. Bell*, 9 App. Cas. 286), or by a grant of the minerals without the surface (*Dixon v. White*, 5 App. Cas. 833). *Prima facie* the surface owner is entitled to support, and whether he has lost this right depends upon the construction of the documents under which the severance of title took place. This was put clearly by Lord BLACKBURN in *Davis v. Treharne* (6 App. Cas., p. 461). In common right the person who owns the surface has a right to have it properly supported below by the minerals, and, if there are mineral workings under the surface, to have a proper support left for it by pillars. The question for the court is whether upon the deeds that right has been taken away.

And it has been settled that the right of support is not taken away by the existence in the owner or lessee of the minerals of power to carry on underground workings, even though accompanied by a compensation clause. The mere fact of giving a right to sink pits and to work or get coal does not of itself establish a right to get rid of that which is the common law right of the surface owner to have his surface undisturbed: *per Lord HALSBURY C.*, in *New Sharleston Collieries Co. v. Earl of Westmorland* (82 L. T. 725). And in the same case it was held that a compensation clause, though wide enough to cover damage by subsidence, did not necessarily imply a right to let down the surface. "A covenant," said Lord DAVEY, "to pay compensation for doing a thing which you are prohibited from doing is in no way contrary to or inconsistent with the continuance of the obligation not to do it." It had previously been established by *Davis v. Treharne* (*supra*) that the presence of a compensation clause had not this effect.

The law upon this subject was recently again before the House of Lords in *Butterknowle Colliery Co. v. Bishop Auckland Industrial Co-operative Society* (1906, A. C. 305), and Lord MACNAGHTEN stated the result of the four cases last referred to in the following terms—"In all cases where there has been a severance in title and the upper and lower strata are in different hands, the surface owner is entitled of common right to support for his property in its natural position and in its natural condition without interference or disturbance by or in consequence of mining operations, unless such interference or disturbance is authorized by the instrument of severance either in express terms or by necessary implication." In that case minerals were reserved to the lords of the manor upon the allotment of waste lands under an Inclosure Act, and the Act authorized the lords to work the mines "as fully and freely as he or they might or could have had or enjoyed the same in case this Act had not been made, and that without making or paying any satisfaction for so doing." There was a clause in the Act providing that damage to an allottee's land due to the exercise of the lords' powers should be paid for by an assessment upon the

occupiers of other allotments. But it was held that neither the grant of full powers of working, nor the provision for compensation, raised any necessary implication that the lords were entitled to let down the surface. Comment was made by Lord LOREBURN, C., on the curious nature of the compensation clause, and he considered that it could not be applied so as to make occupiers, who might have a merely temporary interest, pay for the permanent damage due to the letting down of the surface.

The general result of the numerous cases on the subject has been to make it extremely difficult for the owner or lessee of the minerals to obtain by implication a right to let down the surface, and it has become a commonplace in drafting mineral leases that if the lessee is to have the right to work so as to let down the surface, this must be expressly conferred upon him. Hence it appeared to be a perfectly natural application of the established doctrine when NEVILLE, J., in *Butterley Co. v. New Hucknall Colliery Co.* (*supra*) declined to imply in favour of the lessees of a lower seam of coal a right to work so as to let down an upper seam. Both the seams were held under leases from the same lessors. The lease of the upper seam was prior in date, and upon granting it the lessors reserved the right to work the lower seam on indemnifying the upper lessees—the Butterley Co.—against "physical damage." The subsequent lessees of the lower seam—the New Hucknall Colliery Co.—claimed that under this reservation they were entitled to work the lower seam so as to let down the upper seam, paying indemnity against the damage thereby caused. NEVILLE, J., held that such right was not reserved by necessary implication, and he granted an injunction. This decision the Court of Appeal have reversed.

Upon the construction of the deeds, taken by themselves, it can hardly be questioned that the result at which NEVILLE, J., arrived was in accordance with the authorities. These appear to be as applicable to the relations between the lessees of upper and lower seams as to the relations between surface owner and mineral owner. If the *Butterknowle Colliery* case is put on one side on account of the very peculiar nature of the compensation clause, yet it seems impossible after *Davis v. Tretharne* (*supra*) and *New Sharleston Collieries Co. v. Earl of Westmorland* (*supra*) to read the provision for indemnity as necessarily implying a right to let down the upper seam. But the Court of Appeal have gone outside the language of the lease. They have relied on the principle that a deed is to be interpreted in accordance with the extrinsic circumstances, and they have held that, when these are taken into consideration, the implication of right to let down the upper seam on payment of compensation ought to be made. The relevant circumstance was thus stated by MOULTON, L.J.:—"The present case 'differs from preceding cases in that for the first time the court is by proper evidence made cognizant of a fact which has been known for many years to those conversant with coal mining—namely, that, except in the case of shallow seams, the working of the coal in a seam is inevitably followed by a corresponding sinking of the whole of the superjacent strata and, consequently, of the surface'; and he further described the nature of this sinking. The letting down of the upper seam being thus a necessary result of the working of the lower seam, it followed, in the opinion of the court, that the right to work the lower seam involved the right to let down the surface. It appears to have been found as a fact that the subsidence could not be avoided by the ordinary device of leaving pillars in the lower seam. It was a case, therefore, of letting down the upper seam, or leaving the lower seam unworked. The court held that the latter alternative was not intended by the parties to the deed, and that the right to let down the upper seam was, under the circumstances, involved in the right to work the lower seam."

Mining cases have a way of going to the House of Lords, and it may be expected that this will be no exception. There is no doubt that a deed, like any other document, is to be construed with reference to the external circumstances at the date when it was made, and if the grant of the right to work minerals is ineffective unless a right to let down superincumbent strata is implied, it may well be that the implication should be made. But the actual result seems to amount to a reversal of the recent authorities, for—although the court did not profess to go so

far—the same consideration would entitle the mineral owner to let down the surface; and one would imagine that it must have occurred to judges in previous cases that the refusal of the right to let down the surface might mean the stopping of the mines. Probably the facts are not substantially different from those in the previous cases, and it is undoubtedly singular that the fresh presentation of them to the court, though perhaps in clearer manner, should result in the upsetting of the established doctrine. We are not at all sure that the case would survive an appeal to the House of Lords.

Security for Costs.

THE recent decision of the Court of Appeal in *White v. Butt* (*ante*, p. 12) seems to make it very difficult for defendants desirous of obtaining security for costs from insolvent trustee plaintiffs to know what is their real position.

In the recent case of *Greener v. E. Kahn & Co. (Limited)* (1906, 2 K. B. 374) it was held that a trustee of a deed of assignment for the benefit of the assignor's creditors must, if shewn to be insolvent, give security for costs, apparently upon the general ground that the plaintiff was a mere trustee for another person without any personal interest in the subject-matter of the claim, and did not come within any of the three recognized exceptions to the rule; that is to say, he was not (1) a trustee in bankruptcy, (2) a liquidator, or (3) an executor. Thus Lord COLLINS (then COLLINS, M.R.) says, at p. 377: "I think it is clear that the plaintiff does not come within any exception to the general rule that, if an insolvent sues as nominal plaintiff for the benefit of someone else, he must give security"; and COZENS-HARDY, M.R. (then L.J.), quotes from the judgment of BOWEN, L.J., in *Cowell v. Taylor* (31 Ch. D. 34) the following passage: "To entitle a defendant to security he must shew, not only that the plaintiff was insolvent, but also that he is suing as a nominal plaintiff, in the sense of another person being beneficially interested in the result of the action. In that case the court would stay proceedings until security is given"—and, after stating the three exceptions above referred to, adds: "For my part I am not prepared to extend the exceptions further than I am bound to go." He then goes on to deal with the suggestion that the plaintiff had in fact an interest in the subject-matter of the action because of his right to indemnity against costs, as to which he remarks: "Where a trustee or agent is taking proceedings in the trust or agency in which he is acting he has a right to indemnify himself against the costs of those proceedings, but that does not give him a beneficial interest in the subject-matter so as to make the case other than that of a nominal plaintiff suing for the benefit of someone else." Making all due allowance for the particular circumstances of the case in which those judgments were delivered, they would appear nevertheless to give a tolerably clear idea of the general rule which the learned judges were applying.

In the case of *White v. Butt* (*supra*), the plaintiffs, both of whom were proved insolvents, had, shortly before the institution of their action, been appointed new trustees of a deed of separation, and were suing for alleged arrears of payments due to, or for the benefit of, the wife under the deed. The court refused the defendant's application, apparently on the grounds (1) that the *cestui que trust* herself was never in a position to sue, and (2) that they were not "nominal" (which BUCKLEY, L.J., treated as equivalent to "dummy") plaintiffs within the meaning of the above rule. No doubt it would be a dangerous precedent in any way to extend the cases in which security for costs can be claimed, in view of the principle upon which the courts have always proceeded, that poverty is not to be a bar to a litigant. But, with the greatest respect to the learned judges who took part in the decision in *White v. Butt*, it is difficult to understand how the expression "nominal plaintiff," as used in stating the rule by BOWEN, L.J., and by Lord COLLINS and the present MASTER of the ROLLS, can be limited to the case of a "dummy" plaintiff—that is to say, a plaintiff put up to sue in place of the real plaintiff in order to escape liability for costs; the three recognized exceptions to the rule are none of them "dummy" plaintiffs, and the rule could be safely enunciated without exceptions at all if it applied only to "dummy" plaintiffs. It is also respectfully submitted that the language of the three

judges above referred to will not justify this limited construction of the expression "nominal plaintiffs."

No doubt, as regards the special facts of the two cases, there is a difference between a trustee of a deed for the benefit of creditors and a trustee of a deed of separation. But the decision in *White v. Butt* does not appear to have turned upon any special peculiarity in the position of a trustee of the last mentioned kind, since BUCKLEY, L.J., placed such a trustee in the same category with the trustees of a marriage settlement and the trustees of a debenture trust deed. We cannot help thinking that the distinction between the trustees of a debenture trust deed and a trustee of a creditors' deed (as the plaintiff in *Greener v. E. Kahn & Co.* was) is a somewhat fine one for the purposes of the rule; and BUCKLEY, L.J., in his judgment did not correlate his dictum or decision with the judgments or decision in *Greener v. Kahn & Co.* further than by saying that the latter case did not apply.

Reviews.

Sir Edward Clarke's Speeches.

[To be published on the 17th inst.]

SELECTED SPEECHES, WITH INTRODUCTORY NOTES. By Sir EDWARD CLARKE, K.C. WITH A PORTRAIT. Smith, Elder & Co.

Sir Edward Clarke is an eminent legal figure—his recent appointment as a Privy Councillor sets the seal to that—who by strange chances has missed the eminence which comes from judicial promotion. This is not the place either to commend or lament the independence of judgment which placed him outside the pale of one party, but failed to bring him inside the pale of the other. Politics apart, however, there can be no question as to the interest and incisiveness of the speeches which are now collected. With a few exceptions all have been published before. They commence in order of arrangement, though not of date, with Sir Edward Clarke's last annual address to his constituents at Plymouth in January, 1899, and they close with his speech in proposing the health of Mr. Asquith at the dinner given to the lawyer-Premier by the bar last July. Between these the volume covers a wide range of subjects. It is interesting to note that the Plymouth speech contains detailed criticism of old age pensions, which now, for good or ill, have become an accomplished fact. In 1899 Sir Edward Clarke thought that a five-shilling pension would only raise an agitation to increase it, and he deprecated interfering with thrift. But thrift, unfortunately, nourished on scanty wages, has not solved the pauper question, and the world cannot wait. The future development of the matter will depend on the next few budgets. The end of the same speech shewed Sir Edward Clarke at his best—in his rôle of peace advocate, the fitting rôle for a lawyer. *Inter arma leges silent.* After referring to the folly of popular agitation against other countries, he said: "We must study to work for peace ourselves—must study to work for peace by doing all we can to keep calm and quiet in the presence of what seem at the moment to be difficulties, and to remember what a great heritage it is with which we are dealing. We need have no anxiety. The future is with us." Nine months later, in September, 1899, the consistent application of this speech led to the one on the Transvaal dispute which ended with the words, "So shall we show to the world the policy and pattern of a Christian State, so shall we give the world the blessings of peace, and give, too, to the dear country of our birth the greatest of all honour it can have"—and which severed the speaker's connection with his constituency.

Other speeches take the reader back to earlier phases of controversies still current—Tariff Reform, the Liquor Traffic, and Disestablishment. The forensic speeches in the volume include the Defence of Adelaide Bartlett and the—from a legal point of view—more important speech in the case of *Allard v. Skinner*, on gifts made under undue influence. The concluding speech—that on Mr. Asquith—is quite short, only three pages, but to lawyers it is interesting for its description of the legal character of the present Government, including, as the speaker said, four King's Counsel and two solicitors, and—"to complete the list of those who have practical experience in the administration of the law," that other Minister "whom in the days of his hot youth Webster and I prosecuted at the Old Bailey." "It is," continued Sir Edward Clarke, "a delightful spectacle. It marks, indeed, an advance of democracy—democracy always chooses its leaders from among the lawyers—but it is a safe advance. A well-trained lawyer may sometimes call himself a Radical, but he is never a revolutionist. The intellectual conscience, which always supports the moral sense, and sometimes has to be a substitute for it, will not allow revolutionary movements, and the country is safe."

We ought to be grateful to Sir Edward Clarke for his dictum; we can all be either intellectual, and therefore moral, or if we prefer simply moral; and we can properly leave him there.

Books of the Week.

Mr. Serjeant Stephen's New Commentaries on the Laws of England (partly founded on "Blackstone"). By His Honour Judge STEPHEN. Fifteenth Edition. Under the General Editorship of EDWARD JENKS, Esq., M.A., B.C.L., Barrister-at-Law. Thoroughly Revised and Modernised and Brought Down to the Present Time. In Four Volumes. Butterworth & Co.

The Law of Master and Servant: being a Treatise on the Law relating to Contracts of Service, Apprenticeship and Employment. Part I.: Common Law. Part II.: Statute Law. By Sir JOHN MACDONELL, M.A., LL.D., C.B., one of the Masters of the Supreme Court of Judicature. Second Edition. By EDWARD A. MITCHELL INNES, M.A. (Oxon.), K.C. Stevens & Sons (Limited).

The Law of Banking. By Sir JOHN R. PAGET, Bart., K.C., Gilbert Lecturer on Banking. Second Edition. Butterworth & Co.

Conveyancing: an Introduction to the Art of Preparing Deeds By EDWARD A. COPE. Sir Isaac Pitman & Sons (Limited).

Banking and Currency. By ERNEST SYKES, B.A. (Oxon.), formerly of the London and County Bank. With an Introduction by F. E. STEELE, Fellow of the Institute of Bankers. Second Edition. Butterworth & Co.

The King's Revenue: being a Handbook to the Taxes and the Public Revenue. By W. M. J. WILLIAMS. P. S. King & Son.

The Legal Diary and Almanac, 1909, containing a Diary for Every Day in the Year, Table of Inheritance, Particulars as to Advertisements under the Law of Property Amendment and Trustees' Relief Act, Stamp Duties, Papers on the Preparation of Estate Duty and Legacy and Succession Accounts, Registry of Deeds in Middlesex and York, Bills of Sale, Limited Liability Companies, Articled Clerks, Land Transfer Act, Patents, Trade Marks, Passports, Enrolment of Deeds, &c.; Regulations as to the Appointment of Commissioners for Oaths, Forms of Oaths and Jurat, Conveyancing Costs, General Order as to Solicitors' Fees under Solicitors' Remuneration Act and Tables of Fees; Costs of Probate, an Index to the Public General Statutes, Digest of the Public General Acts of the last Session, Banking, Insurance and Parliamentary Directories, a List of Law Reports with their Abbreviations and Dates; Complete Lists of London and Provincial Barristers and London and Country Solicitors, with Appointments, Agents' Addresses, &c.; Full Lists of Practitioners in Scotland and Ireland; Special complete Lists of Recorders, County Court Registrars, King's Counsel, Revising Barristers, Clerks of the Peace, Town Clerks, District Registrars, Probate Registrars, Official Receivers in Bankruptcy, Justices' Clerks (Borough and Divisions), Clerks to Urban District Councils, Clerks to Rural District Councils, Commissioners for Oaths for the Colonies and Foreign Parts and Practitioners Abroad; Tables of Compound Interest, Expectation and Life, Values of Annuities, Purchasing Leases, &c. Waterlow Bros. & Layton (Limited).

The Law Magazine and Review, a Quarterly Review of Jurisprudence: being the Combined Law Magazine founded in 1828 and the Law Review founded in 1844. Vol. XXXIV.: November, 1908. Jordan & Sons (Limited).

Correspondence.

The Companies Consolidation Bill.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We shall be glad if, in the next issue of the SOLICITORS' JOURNAL, you will say what progress has been made with the Companies Consolidation Bill mentioned in your issue of the 18th of April last. LINGARD & GAUNT.

John Dalton-street, Manchester, Nov. 9.

[The Bill was sent by the House of Lords to the Commons on the 31st of July. No progress seems to have been made with it in the latter House.—ED. S.J.]

"Scrutator" on Solicitors' Accounts.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I read the letter in your last issue signed "Solicitor" with some interest. I myself wrote to the *Times* on "Scrutator's" letter on the 24th of October last, but I have not seen or heard anything of my letter. I, however, kept a copy, and I enclose it, and if you like to

make use of it by publishing it in your columns I shall be very pleased for you to do so. JOHN INDERMAUR.
22, Chancery-lane, London, W.C., Nov. 10.

[We should like to publish Mr. Indermaur's admirable rejoinder but considerations of space and also of journalistic etiquette prevent us from doing so.—Ed. S.J.]

Allowances to Solicitors as Witnesses.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The letter of "Town Clerk" has at last made me come to the conclusion that solicitors are being sat upon. When will the Law Society really look after our interests?

Compare the salaries paid to young solicitors with those paid to young medical men. The British Medical Association looks after its members in all ways and insists on a minimum salary for its members.

As regards the time of counsel as witnesses, I know full well that the average counsel has more time on his hands than the average solicitor, still he has to be more highly paid for the loss of his time.

What with the legal poaching of architects, surveyors, and accountants, and the way they are pushed forward at every turn, they will soon be head and shoulders above us in professional standing.

We have now again to pay the heavy tax to be allowed to earn our daily bread, while other professions, including the bar, go free. Either let the tax be abolished or put it on all professions.

I feel very strong on the matter, and must ask my brothers in the profession to pull themselves together while there is yet time and to insist on proper treatment at the hands of the authorities as well as the preservation of our rights.

S. S. C.

CASES OF THE WEEK.

Court of Appeal.

BUTTERLEY CO. (LIM.) v. NEW HUCKNALL COLLIERY CO. (LIM.).
No. 2. 6th Nov.

SUPPORT—LEASE—CONSTRUCTION—COLLIERY—LEASE OF UPPER SEAM—RESERVATION OF RIGHT TO WORK LOWER SEAM—NECESSARY IMPLICATION.

If at the date of a lease of an upper seam of coal it is common knowledge that it is impossible to work a lower seam without letting down the upper seam, and the lease contains an express reservation to the lessor of the right to work lower seams, there is a necessary implication that the known and authorised results of the working of the lower seams cannot be complained of by the lessees of the upper seam except so far as they may be entitled to compensation from their lessors under covenants in their leases.

Butterknowle Colliery Co. v. Bishop Auckland, &c., Co. (1906, A. C. 305) distinguished.

This was an appeal from a decision of Neville, J., which raised an important question as to how far the working of lower seams of coal in a colliery can be carried on to the damage by subsidence of an upper seam. The plaintiffs were owners and lessees of the Top Hard seam of coal in an area comprising some 8,000 acres of land in the county of Nottingham, and held the greater part of such seam under leases created by the Duke of Portland and the Ecclesiastical Commissioners for England, and were working the seam from two collieries known as the Portland Colliery and the Kirkby Colliery. The defendants were lessees of the Deep Soft seam underlying the same area under leases granted by the same lessors, but the leases of the plaintiffs were prior in date to the leases of the defendants. The Deep Soft seam was about 170 yards below the Top Hard seam, and was the uppermost workable seam underlying the Top Hard seam. The plaintiffs alleged that it was of the utmost importance to them to maintain a solid unworked barrier of coal between their said two collieries in order that the water which would accumulate in the Portland Colliery when the coal there had been worked out might not find its way into and drown the Kirkby Colliery, and with that object they had set out and maintained a barrier in the Top Hard seam of 40 yards in width between their two collieries; that the plaintiffs' leases did not reserve powers to the lessors to withdraw support from the Top Hard seam; and that they were entitled to have the Top Hard seam supported by the seam in lease to the defendants; that the defendants were working the Deep Soft seam in such a way as to cause the Top Hard seam to subside; and that the damage caused by such subsidence was serious, and in particular had weakened and injured the said barrier of coal in many places; and they claimed an injunction to restrain the defendants from further working the Deep Soft seam in such a manner as to cause the Top Hard seam or the plaintiffs' works and buildings connected therewith to crack or subside, and from otherwise injuring the same. The defendants alleged that the barrier of coal maintained by the plaintiffs was not in accordance with but in breach of the covenants in the plaintiffs' leases; they denied that the plaintiffs were entitled to the support they claimed, and alleged that on the true construction of the

plaintiffs' leases they (the defendants) were entitled to withdraw support from the Top Hard seam; and in particular they alleged that under the reservations in the plaintiffs' leases they were entitled, as against the plaintiffs, to work and carry away all the Deep Soft seam underlying the Top Hard seam upon indemnifying the plaintiffs against the physical damage thereby occasioned, and that they had paid the plaintiffs for all such physical damage, and that the plaintiffs by accepting such payments over a period of years had acquiesced in the defendants so working their seam as to withdraw support from the plaintiffs' seam, and that under the circumstances the plaintiffs were estopped from claiming an injunction. It appeared from the evidence that the defendants were working their seam in a reasonable manner, and that the necessary result of their working was to cause subsidence in the plaintiffs' seam. The main question for consideration in the Court below was whether upon the construction of the leases to the plaintiffs it could be said that the lessors had expressly or by necessary implication reserved the right to remove the underlying support of the mine which had been demised to the plaintiffs. Neville, J., considering himself bound by the principle laid down in *Butterknowle Colliery Co. v. Bishop Auckland, &c., Co.* (1906, A. C. 305), held, upon the construction of the documents, that the right of removing support from the property demised to the plaintiffs was not reserved to the lessors, either expressly or by necessary implication, and consequently that the defendants in doing what they had done had been guilty of trespassing upon the property of the plaintiffs, and therefore that the plaintiffs were entitled to be protected by an injunction. The defendants appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R.—This appeal raises the important question whether the defendants are entitled to work a lower seam of coal, the working of which will necessarily occasion damage by subsidence to the plaintiffs, who are lessees of an upper seam. Now, it has been laid down again and again in the House of Lords, and nowhere more clearly than in the *Butterknowle case*, that there is a presumption in construing a document by which mines are severed from the surface, that a right to let down the surface by mining operations must be presumed not to exist unless there are clauses in the instrument which expressly, or by necessary implication or intendment, are inconsistent with the presumption of support. Evidence is admissible to explain the circumstances under which an instrument was executed, including facts known to both parties. The meaning of words varies according to the circumstances. There is another presumption which must not be overlooked and which is expressed in the well-known maxim, "*Quando aliquid conceditur, conceditur etiam et id sine quo res ipsa non esse potuit.*" This is only another way of asserting the proposition, which I believe to be good law and good sense, that an instrument ought not to be construed in such a way as to render it, to the knowledge of both parties, wholly inoperative. The maxim "*Ut res magis valeat*" may be legitimately applied in construing the instrument. I cannot accept the argument that the duty of the court is to construe the instrument without reference to any evidence, and I find nothing in any of the cases in the House of Lords to support the argument. In every case which has been brought to our notice by counsel it was either (1) proved, or (2) admitted, or (3) assumed that the subjacent mines could be worked in such a way as not to produce subsidence of the surface, and in that state of facts it was held that the first presumption to which I have referred must prevail, and that provisions framed in very wide language ought to be so construed as to apply only to such mining operations as would not cause subsidence. In no case has the presumption been so applied as to render the lease or grant or reservation of the subjacent mines an idle form. The injunction granted has been to restrain the defendants from working the mines so as to let down the surface—a form which presupposes the possibility of working the mines without letting down the surface. The plaintiffs are lessees under five leases beginning in 1887 for different terms of years of the Top Hard seam of coal, which is 180 yards below the surface. There is another seam known as the Deep Soft seam, which is 170 yards below the Top Hard seam. The upper seam has been considerably worked, but the lower seam, of which the defendants are lessees, has not been so extensively worked, although the defendants are now actively engaged in mining it. The evidence is clear and uncontradicted that at the times when the leases to the plaintiffs were granted it was common knowledge to all persons conversant with mining that it would be impossible to work the lower seam at all without causing damage by subsidence to the upper seam. [His lordship read certain extracts from the evidence and continued:] The learned judge was not only justified in finding but bound to find that according to the knowledge of the present day (by which, I take it, he intended to mean the dates of the leases) the extraction of the mines underlying the upper strata does, as a matter of practical business, necessarily lead to their subsidence. The case has been argued before us on that assumption. Neville, J., contrary to his own view, and in deference to the supposed rulings of the House of Lords in the *Butterknowle case* (*supra*), granted an injunction, the effect of which must be that the lower seam cannot be worked during the continuance of the leases of the upper seam. Now, in every one of the leases granted to the plaintiffs are to be found provisions which show that the working of the lower seam during the currency of the lease was contemplated by both parties, and in many of the leases obligations are imposed on the plaintiffs to assist, or not to obstruct the mining operations which, *ex hypothesi*, it was known must produce subsidence. I do not think it necessary to direct attention to the precise terms of the various leases. I prefer to rest my judgment on the broad principle that there is a necessary implication

that the known and inevitable results of the contemplated and authorised working of the lower seam cannot be complained of by the plaintiffs except so far as they may be entitled to compensation from their lessors under covenants in their leases. I assume, in favour of the plaintiffs, that the principles which apply as between a surface owner and the owner of a mineral seam apply also between the owner of an upper seam and the owner of a lower seam, but I may observe that the damage by subsidence is far less in the latter case. The result is that, in my opinion, this appeal must be allowed with costs and the action be dismissed with costs.

FLETCHER MOULTON and FARWELL, L.JJ., also delivered judgments to the same effect.—COUNSEL, Sir R. Finlay, K.C., Astbury, K.C., and H. T. Waddy; C. A. Russell, K.C., and MacSwiney. SOLICITORS, Thicknesse & Hull; J. T. Garrett, for Watson, Esam, & Barber, Sheffield.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re **HADLEY**. No. 2. 4th Nov.

ESTATE DUTY—INCIDENCE—GENERAL POWER OF APPOINTMENT BY WILL—APPOINTMENT—RESIDUE—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 9 (1).

When a testator, in the exercise of a general testamentary power, appoints personal property, the estate duty payable in respect of the appointed property is not payable out of that property, but out of the general personal estate of the testator.

Re Moore (1901, 1 Ch. 691), Re Dixon (1902, 1 Ch. 248), Re Fearnside (1903, 1 Ch. 250), and Re Orlebar (1903, 1 Ch. 136) approved.

Re Treasure (1900, 2 Ch. 648), Re Maddock (1901, 2 Ch. 372), Re Power (1901, 2 Ch. 659), and Re Dodson (1907, 1 Ch. 284), overruled.

This was an appeal from a decision of Parker, J. Miss Alice Hadley, who died on the 14th of July, 1906, had under the will of her late father a general power of appointment by will over a fund of £20,000; and by her will, after appointing certain persons to be her executors and trustees, and reciting the general power above referred to, she appointed the £20,000 on trusts in favour of the defendant F. C. T. Hadley as to £8,000, and in favour of the defendants Elsa C. Pearson and Ora F. Pearson as to £6,000 each. The testatrix then gave all her real and personal property to her trustees upon trust to sell the same, and gave the ultimate residue to certain persons and their children. The point argued on this appeal was whether the estate duty on the £20,000 fund was to be borne by that fund or by the residue. Parker, J., following the cases of *Re Treasure* (1900, 2 Ch. 648), *Re Maddock* (1901, 2 Ch. 372), *Re Power* (1901, 2 Ch. 659), and *Re Dodson* (1907, 1 Ch. 284), in preference to the cases of *Re Moore* (1901, 1 Ch. 691), *Re Dixon* (1902, 1 Ch. 248), *Re Fearnside* (1903, 1 Ch. 250), and *Re Orlebar* (1903, 1 Ch. 136), came to the conclusion that the estate duty payable in respect of the appointed fund was payable out of the fund itself, and not out of residue. The defendants appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—This appeal raises a question upon which there has been a most remarkable difference of judicial opinion—namely, whether personal property appointed in exercise of a general power is property passing to the executor, as such, within the meaning of section 9, subsection 1, of the Finance Act, 1894. With great respect for the four learned judges, of whom Parker, J., is one, who have taken the opposite view, I agree with the three learned judges who answer this question in the affirmative. I do not think any assistance can be gained by referring to old authorities dealing with the incidence of probate duty; nor do I think that the language used in the Finance Act ought to be construed with technical narrowness. It is in my view sufficient to say that the executor is the person, and the only person, who can sue for and give a receipt for the fund when appointed; and that he does so receive and so sue for it as executor by virtue of the probate—see *Re Hoskin's Trusts* (6 Ch. D. 281), *Beyfus v. Lawley* (1903, App. Cas. 411). The earlier section of the Act, and particularly section 8, subsection 3, seems to me to strengthen this view. The words "as such" contemplate rather a case in which a person named as executor may take property in another character—for instance, as heir at law. The section rests upon the well-known distinction between the person and the office; and I see no reason to doubt that any property, which the executor would have to account for as assets, can properly be said to pass to the executor as such. The origin of the rule that property appointed under a general power is assets for the payment of the testator's debts is well stated in *Lord Townshend v. Windham* (2 Ves. sen., p. 11). Lord Hardwicke bases it upon the view that the court stops the fund *in transitu*, and says that it shall be considered as part of his estate for the benefit of creditors. We have had, however, the advantage of a very learned and able argument from Mr. Tomlin with a view of showing that an appointed fund of this nature does not vest in the executor as such, because it must be regarded as equitable and not as legal assets. The foundation of this argument is that in case of intestacy the fund would not have been assets, and that it was only by virtue of express appointment in the will that it became assets at all. I protest against the importation into the Finance Act of the distinction between legal assets and equitable assets. But, waiving that protest, I think the argument fails. I asked for some authority in support of the proposition that the appointed fund must be regarded as equitable assets, but no authority was cited. On principle I can see no foundation for it. The question whether assets are legal or equitable does not in any way depend upon whether they have to be recovered in a Court of Law or in a Court of Equity—*Cook v. Gregson* (3 Drewry, 547). There are, however, state-

ments by two very learned writers which bear out the view which I had independently arrived at. [His lordship referred to *Chance on Powers*, vol. 2, p. 148, and *Williams on Assets*, p. 13, and continued:] I am aware that Lord Lindley in *Commissioners of Stamp Duties v. Stephen* (1904, A. C., at p. 140) calls the appointed fund equitable assets of the testator which his executor can claim for distribution in the proper order; but I do not think he was there drawing any distinction between legal assets and equitable assets, and certainly the authorities to which he refers, as establishing the rule, do not proceed upon any such distinction. The result is that, in my opinion, the appointed fund became legal assets which vested in the executor, as such, within the meaning of section 9, subsection 1, of the Finance Act. I desire to add that what I have said has no reference to real estate, which by virtue of the Land Transfer Act, 1897, a statute subsequent to the Finance Act, vests in the executor. The appeal must be allowed, and there must be a declaration that the estate duty payable in respect of the appointed fund is not a first charge on the appointed fund, but is payable by the executors out of the testator's personal estate. The costs of both parties of this appeal must be paid by the executors.

FLETCHER MOULTON and FARWELL, L.JJ., also delivered judgments allowing the appeal.—COUNSEL, Crossman, Tomlin; Luxmoore; Sheldon. SOLICITORS, Hadley & Dain; Sharpe, Pritchard, & Co. for Porter, Amplett, & Jones; Conway; Burton, Yeates, & Hart, for Johnson & Co., Birmingham.

[Reported by J. I. STIRLING, Barrister-at-Law.]

FARQUHAR v. NEWBURY RURAL DISTRICT COUNCIL. No. 2. 29th Oct.

HIGHWAY—DEDICATION—LAND IN SETTLEMENT—POSSIBILITY OF DEDICATION—TENANCY FOR LIFE WITH REMAINDER IN FEE—PRESUMPTION—ACQUIESCENCE.

When land is limited to a tenant for life with a remainderman in fee, both of whom are sui juris, it is possible for the tenant for life and remainderman together to dedicate a road over the land to the public.

This was an appeal from a decision of Warrington, J. The action was brought to obtain a declaration that a roadway across the Shaw Estate, near Newbury, was not a public highway. There had been an old track across the estate running in a different direction from the roadway now in dispute, and this had been used by the inhabitants of Shaw and Donnington as a churchway. There was no other roadway across the park before 1753, and from that date till 1895 the Shaw Estate was in settlement, and dedication was, therefore, the plaintiff contended, impossible. In 1836 a Dr. Penrose was tenant for life under the settlement, and H. R. Eyre was tenant in tail in remainder. In that year H. R. Eyre disentailed and limited the estate subject to Dr. Penrose's life interest to himself in fee, and in 1843 he resettled it on his marriage. From 1836 to 1843 H. R. Eyre managed the property. In 1842 he laid out the road now in dispute across the park from the church to Love-lane, and subsequently acquiesced in the use of it by the public. It was not proved that Dr. Penrose had any knowledge of this user. Warrington, J., dismissed the action on the ground that between 1836 and 1849 the remainderman had really the possession and control of the estate, and he set out the new road and acquiesced in the user of it by the public. Hence, dedication had been possible between 1836 and 1849, and the evidence of user was such that the court was bound to hold that the public had established their right. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that the plaintiff claimed that a certain road which had been in existence as a road actually constructed more than sixty years, and which ran through the park in which her house was situate, was not a public highway as claimed by the inhabitants. The court had been told that it was a point of law that there could be no dedication if the land over which the right was claimed was vested in a tenant for life and a remainderman in fee. He (the Master of the Rolls) entirely dissented from that proposition. Warrington, J., treated it as a matter of course. He said: "The tenant for life and the tenant in fee together could undoubtedly have dedicated this land to the public." So far as he (the Master of the Rolls) was concerned, he assented to that proposition absolutely and without qualification. The tenant for life of land could not dedicate it without the remainderman, and a remainderman, not in possession, could not do it without the concurrence of the tenant for life, but, seeing that this road was laid out by the remainderman more than sixty years ago and partly paid for by him with his own money, the court ought to presume that this was done with the concurrence of the tenant for life. Warrington, J., had put it in another way, that the remainderman represented the tenant for life for all purposes, and on that ground also his lordship felt no doubt that the tenant for life and the remainderman together were competent to dedicate the road. Then it was said that dedication as a highway ought not to be presumed because the original road was only a churchway, that only the same rights were given over the substituted way as existed over the churchway. In the first place, the law did not allow a man to dedicate a road with only such rights as the public would have over a churchway. Then it was suggested that the whole transaction was bad, that only the old churchway remained, and that the public had no rights over this road at all. His lordship preferred to look at the matter as Warrington, J., had done, and say that more than sixty years ago persons who were competent to dedicate it laid out this road, that the road had ever since that period been used by whosoever desired to use it on foot, on horseback, in carriages, and with carts and wagons, without any interruption worthy of mention, and that this

road had been, at least to some extent, repaired by the parish. In that state of things his lordship declined to consider what was said to be in the minds of persons when the long user showed that it was dedicated not as a church path, but as a highway. For these reasons he thought that the judgment of the learned judge was perfectly right and that the appeal must be dismissed.

FLETCHER MOULTON and FARWELL, L.J.J., also delivered judgments to the same effect.—COUNSEL, *Rovden, K.C., Radcliffe, K.C., and Whinney, Cripps, K.C., Macmorran, K.C., and George Henderson. SOLICITORS, Radcliffe, Cator & Hood; Rawle, Johnstone & Co., for S. V. Pinniger, Newbury.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re FIELDWICK. JOHNSON v. ADAMSON. No. 2. 28th Oct.

MARRIED WOMAN—WILL—EXERCISE OF GENERAL POWER OF APPOINTMENT—SEPARATE ESTATE—"DEBTS OR OTHER LIABILITIES"—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1 (3) (4); s. 4.

Property appointed by a married woman by her will, before 1893, under a general power of appointment is not thereby made liable on her death for her "debts and other liabilities" if at the time when she contracted them she had no separate estate.

By a marriage settlement of the 2nd of June, 1890, the testatrix, on her marriage with Mr. Adamson, assigned a reversionary interest to trustees upon trust, after the fund had been received by them, upon her request to raise thereout a sum not exceeding £7,000 and pay the same to her for her separate use, but so that she should not have power to alienate or charge her interest in the £7,000 during coverture, and, subject to certain trusts, in trust for such persons and purposes as the testatrix, whether covert or sole, should by will or codicil appoint, but so that she should not have power to alienate or charge her expectant interest during coverture. By an indenture of the 29th of January, 1891, in consideration of £10,000 advanced to Mr. Adamson, he covenanted to repay the same with interest, and the testatrix covenanted that when the reversionary interest fell in she would immediately request the trustees to raise and pay to her £4,000, and that she, her executors or administrators, would pay it over to the mortgagee or so much thereof as would be required to satisfy the amount then due. Mr. Adamson died, and on her second marriage with Mr. Fieldwick the testatrix executed a new settlement, whereby she assigned her reversionary interest to trustees upon trusts, under which she had a general power of appointment by will. The reversionary interest fell into possession in 1901. The testatrix by her will exercised her power of appointment and died in 1907. Only about £1,200 out of the £10,000 had been repaid, and the payment was now claimed of the £4,000 under the covenant in the deed of the 29th of January, 1891. It was admitted that owing to the restraint on alienation contained in that deed the covenant was inoperative as a charge. The question was whether it constituted a contract for breach of which an action for damages would lie against the estate of the testatrix, including the reversionary interest, which by virtue of the exercise of the power of appointment had become "liable for her debts and other liabilities" under section 4 of the Married Women's Property Act, 1882. Parker, J., held that he was bound by the decision in *Re Ann* (1894, 1 Ch. 549) to hold that the claim must succeed, even though in January, 1891, the testatrix might have had no separate estate in respect of which she might have contracted. He also held that there was sufficient evidence to shew that at that time she had separate property. The appointees appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., said that the appeal raised two points. On the first point Parker, J., had followed the decision of Kekewich, J., in *Re Ann* (1894, 1 Ch. 549). The second point was of no general importance and depended on the evidence given in the particular case. The decision in *Re Ann* was a decision on the meaning and effect of section 4 of the Married Women's Property Act, 1882. [His lordship read section 4 and sub-sections 2 and 3 of section 1 of the Married Women's Property Act, 1882, and continued:] It had been held that a condition precedent to the liability of a married woman in respect of after acquired separate property was that it must be shown that at the date of the contract she had separate property in respect of which the contract was entered into, and unless that was proved there was no right to judgment against the married woman even if she came into a large property afterwards. That was no longer the law because of the Married Women's Property Act, 1893, but the court was dealing with the law as it stood before the passing of that Act. By section 4 of the Act of 1882 the appointed property was made liable only in the same manner as the separate estate was made liable under the Act. With great respect to Kekewich, J., he was unable to follow his judgment, in which he in effect held that property appointed by will under a general power was liable when separate estate could not be liable. On that ground the decision could not be supported and *Re Ann* must be overruled. On the second point his lordship thought that there was not sufficient evidence to show that the testatrix had any separate property in January, 1891.

FLETCHER MOULTON and FARWELL, L.J.J., delivered judgments to the same effect.—COUNSEL, *Levett, K.C., and Cozens-Hardy; Upjohn, K.C., and Frank Wright; Christopher James. SOLICITORS, Budd, Johnson, & Jecks; Allen, Edwards, & Oldfield.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

In the Matter of THE UNITED PROVIDENT ASSURANCE CO. (LIM.), AND In the Matter of THE POPULAR LIFE ASSURANCE CO. (LIM.), AND In the Matter of THE LIFE ASSURANCE ACTS, 1870-1872. Warrington, J. 7th Oct.

LIFE ASSURANCE COMPANY—DEPOSIT—AMALGAMATION—REPAYMENT OF DEPOSIT—LIFE ASSURANCE COMPANIES ACT, 1870 (33 & 34 VICT. c. 61), s. 3.

A deposit made by an insurance company in conformity with the Life Assurance Companies Act, 1870, s. 3, may be paid out to their assignees after dissolution of the depositing company, in the absence of any claim against that company, notwithstanding there has been no accumulation as in that section provided.

This was a petition asking that the fund in court representing the deposit of £20,000 paid by the Popular Assurance Co. under the provisions of the Life Assurance Companies Act, 1870, should be paid out to the United Provident Assurance Co., their assignees. On the 24th of October, 1906, an agreement was entered into between the two companies in question, which took the form of a sale by the Popular Life Assurance Co. of its assets to the United Provident Assurance Co., provision being made for the winding up of the former company and for the discharge of its debts by the latter company. On the 2nd of February, 1907, there followed a supplementary agreement, to the effect that the United Provident Co. should grant to each policyholder in the other company the right of insurance on the same terms with provision as to profit sharing, &c., and that the Popular Assurance Co. should authorise them to use their name in applications. On the 1st of December, 1906, a special resolution for winding up the Popular Co. was passed; on the 12th of March, 1907, the two agreements were sanctioned, and on the 7th of November, 1907, the petition for winding up was presented. An order was made by Parker, J., to carry over the fund in question. In October, 1908, the Popular Assurance Co. was dissolved. A circular was sent to each policyholder in the Popular Assurance Co. on carrying into effect the amalgamation, to the effect that the United Provident Co. would undertake all liabilities, &c., for the policy, followed by a notice that all future premiums should be paid to the last-mentioned company. Written in red ink were the words, "Please attach this to your policy." The usual advertisement for claims was made, but did not result in the making of any such claims. The only claim outstanding was one made against the United Provident Insurance Co.

WARRINGTON, J., said the question was what was the proper way to deal with the fund in question. It could not be asserted that the mere payment of premiums to the United Provident being in its nature an ambiguous act could operate as a release of the Popular. But here, as a matter of fact, no claims had been made against the Popular, and on the existence of a claim against the United Provident no objection could be maintained. The negotiations between the two companies having resulted in the dissolution of the Popular Assurance, there was now no original contracting party with the policyholders. Through the fact of no claim having been made, the position is as if the policyholders had released the Popular Assurance Co. The statutory provision as to the return of a deposit to the company is "the Accountant-General shall return such deposit to the company so soon as its life assurance fund accumulated out of the premiums shall have amounted to forty thousand pounds." This provision had never come into operation, as the accumulation there contemplated had never been made. The other company had, indeed, made such an accumulation, but that fact had nothing to do with the matter. On a principle of law similar to that regulating resulting trusts, the United Provident Assurance Co., as assignees, were now entitled to say that the purposes for which the deposit of the fund in question had been made had come to an end, and that they were entitled to have the same paid out to them. Two cases of a somewhat similar character were *Re Widnes Railway Co.* (L. R. 15 Eq. 108) and *Re Wool Industries Employers' Insurance Association (Limited)* (1899, W. N., p. 259). His lordship went on to say that it was said that he could not adopt that view, and, in support of the contention, his attention was directed to *Ex parte Scottish Economic Insurance Co.* (45 Ch. D. 220). That case was distinguishable. The facts of that case were that the deposit under the Act was duly made, but the required accumulation was never made. The Economic sold its business to the Metropolitan Life Assurance Co. under an agreement for amalgamation. The Metropolitan Co. had made the required accumulation. The Economic was not dissolved, and the petition for payment was presented by both companies. What Kay, J., in effect said in that case was: "Here the purposes of the company have not come to an end, because the company is not itself at an end." He then went on to say that possibly the applying companies might be entitled to payment out if the Metropolitan Co. made a further accumulation of £40,000. The court in that case exercised its discretion. His lordship did not see that he had any such discretion under the present circumstances.—COUNSEL, *Cave, K.C., and Rowland Rowlands; Sargent. SOLICITORS, Lloyd-George, Roberts & Co.; The Solicitor to the Board of Trade.*

[Reported by W. S. SCOTT, Barrister-at-Law.]

Re TRUST AND AGENCY CO. OF AUSTRALASIA (LIM.). Eve, J.
10th Nov.

COMPANY—MEMORANDUM OF ASSOCIATION—ALTERATION OF THE OBJECTS OF COMPANY—EXTENSION OF AREA—IMPOSING A CONDITION TO CHANGE NAME OF COMPANY—COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890 (53 & 54 VICT. c. 62), s. 1, SUB-SECTION 5 (c).

The court has jurisdiction to confirm an alteration in the memorandum of association of a company registered under the Joint Stock Companies Acts.

In confirming an alteration to enlarge the area of operations the court will not impose a condition to change the name of the company if the company is not a trading company and incurs no risk by the alteration.

This was a petition praying the court to confirm a special resolution altering the memorandum of association of the company as regards the objects of the company. The company was incorporated in 1860 under the Joint Stock Companies Acts, 1856 and 1857. The main object of the company, as set forth in the memorandum, was to advance money on mortgage of real estate in Australasia, and to transact a general agency and commission business between Australasia and England. Ever since its incorporation the company had carried on business in Australia and New Zealand with great success. The directors had now come to the conclusion that the operations of the company might with advantage be extended to Argentina, and a special resolution was passed altering the memorandum of association so as to enable the company to carry on business in Argentina as well as in Australasia. The petition was presented by the company, asking that this resolution might be confirmed. The case of *Re Euphrates and Tigris Steam Navigation Co.* (1904, 1 Ch. 360) was referred to as showing that the Companies (Memorandum of Association) Act, 1890, applied to a company registered under the Joint Stock Companies Acts, and it was contended that as the company was not a trading company, the court ought not to impose a condition on the company to alter its name, though it was admitted that there was no reported case like the present one in which the condition had not been imposed.

Eve, J., said that the proposed alteration in the present case was within the Act of 1890, and the court would confirm the special resolution making the alteration. The only question, therefore, was whether, in confirming the resolution, the court ought to impose on the company a condition to alter its name so as to give notice to the world at large that the alteration had been made. If the company were a trading company and were incurring risks by the alteration the court would be bound to impose the condition. But having regard to the peculiar nature of the business of the company, which was to advance money on mortgage, the court need not insist on the condition. A large portion of the moneys of the company were invested in countries where registration of title was necessary, and, therefore, any change in the name of the company would lead to great expense, and under the circumstances his lordship thought he need not put the company to that expense.—COUNSEL, P. O. Lawrence, K.C., and H. E. Wright. SOLICITORS, Valpy, Peckham, & Chaplin.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

KENT v. FITTALL (No. 3). Div. Court. 3rd Nov.

ELECTION LAW—PARLIAMENTARY REGISTRATION—PRIMA FACIE GROUND OF OBJECTION—EVIDENCE AS TO THE GREAT MAJORITY OF CASES—PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), s. 28 (10).

Where objection was taken at a revising barrister's court to the names of persons being retained on the occupiers' list and the objector gave evidence as to each person, which he submitted was *prima facie* proof of the ground of his objection that the persons were not occupiers, and the revising barrister then heard evidence from which he found that in the cases where houses of this description were occupied by others in addition to the landlord, the conditions "in the great majority of cases" were such as showed that the voters in such houses were occupiers, and he therefore retained the names of the persons objected to on the register.

The Court ordered the barrister to complete his revision on the ground that he had not considered the circumstances of each particular case, but had considered a class of cases within which the voter might or might not fall.

Case stated by the Revising Barrister for Devonport: At the Barristers' Court an objector objected to the names of a number of persons being retained on Division 1 of the respective occupiers' lists for the said borough, on the ground in each case "that you have not occupied as owner or tenant the premises named in the said list for twelve months immediately preceding the 15th of July in this year." The objector proved as to each of the said persons (1) that the dwelling-house in respect of which he claimed to be placed on the list formed part of a house which was itself a house of the description known as an ordinary dwelling-house; (2) that the landlord or landlady to whom such person paid rent also resided in the house; and (3) that the landlord or landlady was rated and paid the rates for the whole house as a separate tenement. The objector submitted that on proof of these three

facts the barrister was bound, as a matter of law, to hold that the objector had given *prima facie* proof of his ground of objection within the meaning of section 28 (10) of the Parliamentary and Municipal Registration Act, 1878. The barrister then examined on oath the assistant overseer and the registration clerk for the borough, and found as facts that in the cases where houses of this description were occupied by others in addition to the landlord, the conditions of letting in the great majority of cases, due to the scarcity and consequent high rentals of separate houses suitable for the working classes, are, and were, during the qualifying period, as follows: The person (hereinafter called the occupant) taking the part aforesaid (hereinafter called the dwelling) occupies one or more unfurnished rooms, to which he has at all hours free access both from the street by means of a latchkey where the door is locked, and also from the interior of the house, and the landlord reserves to himself no right to fasten the door so as to prevent such free access; he has the sole and exclusive occupation of the said dwelling; no services whatever are rendered to him by the landlord in the said dwelling; the landlord has not by agreement, nor does he claim the right to nor in fact does he enter the said dwelling at any time or exercise any act of control over it, and the landlord's residence in the said house is under identically the same conditions as that of the occupant or occupants. The objector did not establish or seek to establish any facts contrary to the facts so found by the barrister. The barrister held (1) that he was not bound as a matter of law on proof of the three facts by the objector as set out above to hold that the objector had given *prima facie* proof to his satisfaction of the ground of objection taken, and (2) that it had not been shewn on all the facts as set out above to his satisfaction that the objector had given *prima facie* proof of his ground of objection. He therefore retained the names of the said persons on the said lists. The question raised was whether the barrister's decision was wrong in point of law.

Lord ALVERSTONE, C.J., in delivering judgment, said that it had been established by a long series of cases that the barrister might act on evidence which was not strictly speaking legal evidence. He thought also that the barrister was entitled to ask questions of witnesses who came before him to establish or refute the objection raised. But the question here was as to whether the barrister had not, as the result of certain answers made to his questions, acted on evidence which he ought not to have taken into his consideration at all. If the barrister had, on proof of the three facts by the objector, determined that he was not satisfied there was *prima facie* evidence of the ground of objection, he (the learned judge) was not sure that they would have interfered. But it appeared from the cases that the barrister must inquire into each particular case, and that here he had considered a class of cases within which a particular voter might or might not fall. It was not shewn that the proof given applied to the circumstances of each of these claimants. The case, therefore, must go back to the barrister that he might complete the revision. There would be leave to appeal.

WALTON, J., delivered judgment to the same effect.

SUTTON, J., concurred.—COUNSEL, Foote, K.C., and Daldy; Danckwerts, K.C., and Ricketts. SOLICITORS, Ayrtton, Biscoe & Barclay; Russell, Cooke & Co.

[Reported by C. G. MORAN, Barrister-at-Law.]

FLEMING AND OTHERS v. LONDON COUNTY COUNCIL. Div. Court. 28th Oct.; 2nd Nov.

LONDON BUILDING—GENERAL LINE OF BUILDINGS—DETERMINATION OF, IN PART OF A STREET—HOUSES BROUGHT FORWARD BEYOND GENERAL LINE OF BUILDINGS BEFORE 1894, BY CONSENT—CONSIDERATION OF, IN FIXING NEW GENERAL LINE.

The Tribunal of Appeal, in fixing a general line of buildings for part of a street under the London Building Act, 1894, did not err in law in taking into consideration buildings erected on the forecourts of houses (built before 1862) beyond the general line of buildings, under section 75 of the Metropolitan Management Amendment Act, 1862, by the consent of the Metropolitan Board of Works, and upon conditions, one of which was that the buildings so brought forward should not be more than one storey high.

Case stated by the Tribunal of Appeal under the London Building Act, 1894. In a part of Euston-road, a number of houses, occupying a frontage of 420 feet, were built before 1862. These houses when they were built had vacant forecourts running up to the pavement. At some time before 1894 a number of one-storey shops and one two-storey shop were built on these forecourts. Six of these shops, occupying a frontage of 110 feet, were erected between 1864 and 1890, with the consent of the Metropolitan Board of Works, under section 75 of the Metropolitan Management Amendment Act, 1872, beyond the then general line of buildings. Each of these consents was given on condition that the one-storey shop should not be raised or altered without a further consent, and four of the consents were given on condition that certain land should be surrendered. Twelve more shops on the forecourts, occupying a frontage of 171 feet, had also been erected. One of these was a two-storey shop. Of these twelve one had been built although the Metropolitan Board of Works refused consent to its erection beyond the then general line of buildings. Of the other eleven there was no evidence as to how or when they were erected. There was no record of any consent having been given for the erection of any of the eleven. Forecourts in front of the houses to the extent of 139 feet frontage were vacant. On an application for the determination of the general line of buildings for this part of Euston-road under the London Building Act, 1894, the superintending architect fixed the line in front of

the main buildings, the houses, built before 1862. On appeal from his decision, the Tribunal of Appeal fixed the line in front of the shops. In doing so, they took into their consideration the shops brought forward by the consent of the Metropolitan Board of Works, and also those as to the erection of which there was no evidence. On appeal by way of case stated it was contended for the London County Council that the line of the superintending architect was right and that of the Tribunal of Appeal was wrong. As to the eleven shops, their erection was either unlawful or made pursuant to the consent of the Metropolitan Board of Works under section 75 of the Metropolis Management Amendment Act, 1862. The Tribunal of Appeal were not entitled to consider houses unlawfully erected, nor houses to whose erection consent had been given under section 75. The consent was to erect beyond the general line of buildings, and therefore the power to consent assumed that the general line was to remain unaltered by the consent. The dispensing power could not render nugatory the general control given by the building line. In any case, the matter was settled by sections 27 and 216 of the London Building Act, 1894. By section 27 the consent of the London County Council to erection beyond the line was not to be deemed to affect or alter the general line of buildings existing at the time of the consent, and by section 216: "all bye-laws . . . consents . . . duly made . . . under any Act hereby repealed shall, so far as applicable for the purposes of this Act, be of the same validity and effect as if they had been made . . . under this Act." Section 75 of the Metropolis Management Amendment Act, 1862, was repealed by the London Building Act, 1894.

LORD ALVERSTONE, C.J., in a lengthy judgment, after reviewing the legislation on the matter, 7 Geo. 4, c. cxlii. s. 140, section 143 of the Metropolis Management Act, 1855, section 75 of the Metropolis Management Amendment Act, 1862, and sections 22, 26, 27, and 216 of the London Building Act, 1894, came to the conclusion that he could not say that the Tribunal of Appeal had gone wrong in law in taking into consideration the shops lawfully erected by the consent of the Metropolitan Board of Works under section 75 of the Act of 1862.

WALTON, J., delivered judgment to the same effect.—COUNSEL, *C. A. Russell, K.C., and Bodkin; Macmorran, K.C., and R. C. Glen; J. A. Simon, K.C.; and Cecil Walsh*. SOLICITORS, *E. Tanner; Charles de W. Kitcat; Francis Howse & Eve*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The City of London Solicitors' Company.

The following are the members of the Court of this company:—Master, Sir Homewood Crawford (City Solicitor); Senior Warden, P. C. C. Francis (of the firm of Francis & Johnson); Junior Warden, John C. Holmes (of the firm of John Holmes, Son & Wigan); Sir John Bamford-Slack (of the firm of Slack, Monro & Atkinson); T. H. D. Berridge, M.P. (of the firm of Burn & Berridge); F. W. Biddle (of the firm of Biddle, Thorn, Welsford & Sidgwick); G. Cosens (of the firm of Burgess, Cosens & Co.); Sir William J. Crump, J.P. (of the firm of W. A. Crump & Son); L. Worthington-Evans (of the firm of Worthington-Evans, Dauncey & Co.); Right Hon. David Lloyd-George, M.P. (of the firm of Lloyd-George, Roberts, & Co.); H. E. Golding (of the firm of Golding, Hargrove & Golding); William Hale (of the firm of Young, Jones & Co.); D. A. Howden (of the firm of Parker, Garrett, Holman & Howden); Alderman F. Howse (of the firm of Francis Howse & Eve); W. H. Leese (of the firm of Freshfields); M. C. Matthews (of the firm of G. F. Hudson, Matthews & Co.); G. L. F. McNair (of the firm of Stibbard, Gibson & Co.); C. W. Sawbridge (of the firm of Sawbridge & Son); and H. D. P. Francis (clerk).

The objects for which the company is established are (*inter alia*) the following:—

(a) To afford means of professional and social intercourse and mutual information between solicitors of the City of London practising, or who have practised, within a radius of three-quarters of a mile from the Bank of England.

(b) To purchase, take on lease, hire, or otherwise acquire and maintain, a hall, institute, library, or other building or premises, and any real or personal property within the City for the furtherance of the objects of the company.

(c) To aid and assist the Law Society and other societies connected with the profession, professional, benevolent, social or otherwise.

(d) To promote honourable practice, to settle disputed points of practice, and to decide questions of professional usage or courtesy in conducting legal business of all kinds within the City.

(e) To originate and watch over, and if necessary to petition Parliament in relation to general measures affecting the legal profession or producing changes of law or practice, and to promote improvements in the status and promotion [? position] of solicitors with other members of the legal profession, and the principles and administration of the law.

With regard to the liability of members the Memorandum provides as follows:—"Every member of the company shall undertake to contribute to the assets of the company in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the company contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same, and for the

adjustment of the rights of the contributories themselves such amount as may be required not exceeding one shilling."

With regard to the election of members, all solicitors practising, or who have practised, within a radius of three-quarters of a mile from the Bank of England in the City of London are eligible for membership, but must be duly proposed and seconded, and notice thereof given to the clerk, who will supply the necessary proposal forms. The election is by the Court.

The subscription is £2 2s. per annum, together with an entrance fee of £1 1s.; but a limited number of Life Members may be elected, who will be required to pay £10 10s. each.

In order to avoid any question of members' liability, it is the intention of the Court to cause the company to be registered forthwith as a company limited by guarantee.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 5th inst., Mr. Pretor W. Chandler in the chair. The other directors present were Mr. S. J. Daw, Mr. F. W. Emery, Mr. R. H. Peacock, Mr. R. W. Pead, Mr. J. E. W. Rider, Mr. A. Toovey, Mr. J. Vallance, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £60 was voted in grants for the relief of London solicitors' widows, two new life members were elected, and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, London, on the 11th inst., Mr. Walter Dowson in the chair, the other directors present being Sir John Hollams and Messrs. W. C. Blandy (Reading), A. Davenport, T. Dixon (Chelmsford), R. Ellett (Cirencester), C. Goddard, W. H. Gray, J. R. B. Gregory, Samuel Harris (Leicester), G. C. May, H. A. Peake (Sleaford), R. Pennington, J.P., R. S. Taylor, and J. T. Scott (secretary). A sum of £754 was distributed in grants of relief, fifty-four new members were elected, and other general business was transacted.

Devon and Exeter Law Association.

The centenary dinner of this association was held at Exeter on the 24th ult., under the presidency of Mr. S. P. Porz, the members and guests present including Mr. Justice Lawrence, Sir Thomas Hewitt, K.C. (High Sheriff of Devon), Mr. H. E. Duke, K.C., and a large number of members of the society.

After the loyal toasts had been honoured, Mr. W. H. WINTERBOTHAM proposed "The Devon and Exeter Law Association."

The PRESIDENT, in replying, gave an interesting account of the history of the association. On the 1st of November, 1808, twenty-six barristers and practising attorneys of the city met and appointed a committee, consisting of Messrs. Barnes, Bowring, James, Jones, Kendall, Pidsley, and Warren, to suggest such regulations in the practice of the profession in the city and neighbourhood as might appear to them proper, and to submit such regulations to a further general meeting. This committee decided to open a general correspondence with members of the profession in other parts of England, and on the 14th of November, 1808, a list of questions was agreed upon and sent to forty-five persons. By the 20th of December, 1808, some twenty-four answers appear to have been received, and on that day resolutions were passed by which the members were bound to follow certain rules, and the name "The Exeter Law Association" was assumed. The first members were to be such as signed those resolutions before the 31st of October, 1808. After that election was to be by ballot. On the 2nd of August, 1811, the committee fixed the proper fee to be charged for a certain mortgage. On the 1st of December, 1840, the name was changed to the one now in use, "The Devon and Exeter Law Association." In 1846 a member was called upon to submit to the committee's ruling under pain of expulsion. In 1871 the association, in a general meeting, approved of the establishment of a legal university, and in 1873 the Land Titles and Transfer Bill seemed to have formed a subject for much discussion. In 1882 a committee was appointed to settle the rules, and in 1883, when the rules were altered, the society had sixty-six members. They now had double that number, and the committee often met to decide questions arising between members or to consider any Bill affecting the profession which might be introduced into Parliament, and, if thought necessary, call a general meeting to decide whether the association should support or oppose such a measure.

Mr. A. FISHER (vice-president) proposed "The Visitors," to which Mr. H. E. DUKE, K.C., responded.

Tuesday next, November 17, will, says the *Times*, be "Call Day" of Michaelmas term at the four Inns of Court, when 63 law students will become barristers-at-law. Of this number 23 are entered at the Inner Temple, 16 at the Middle Temple, 14 at Lincoln's-inn, and 10 at Gray's-inn.

Obituary.

Mr. F. T. Griffiths.

Mr. Frederick Thomas Griffiths, solicitor, of Cheltenham, died a few days ago at the age of ninety-two. He was admitted in 1839, and was for about forty-five years clerk to the Cheltenham magistrates, and was also clerk to many local bodies at Cheltenham.

Legal News.

Appointments.

Sir EDWARD GEORGE CLARKE, K.C., has been appointed a Member of the Privy Council.

Sir CHARLES BENJAMIN BRIGHT McLAREN, Bart., M.P., barrister-at-law, has been appointed a Member of the Privy Council.

Sir COURTENAY PEREGRINE ILBERT, barrister, K.C.S.I., C.I.E., Clerk of the House of Commons, has been made a K.C.B.

Mr. ARTHUR THEODORE THRING, C.B., barrister, First Parliamentary Counsel, has been made a K.C.B.

Mr. LUKE WHITE, M.P., solicitor, of Driffield, has received the honour of Knighthood.

Mr. LEWIS COWARD, K.C., has been elected a Member of the Council of Law Reporting for a further term of two years.

His Majesty the King has granted permission to Mr. LEOPOLD GOLDBERG, solicitor, to wear the Insignia of the Order of St. Anne, Second Class, conferred upon him by His Imperial Majesty the Emperor of Russia. Mr. Goldberg is head of the firm of Goldberg, Barrett & Newall, solicitors, of 2 & 3, West-street, Finsbury-circus, London, and has for many years been Jurisconsult to the Russian Embassy.

Changes in Partnerships.

Dissolutions.

CHARLES STEVENSON BARTON and SAMUEL ROGER THOMAS ANTON MONTAGU WILLIAMS, solicitors (Barton & Williams), Tunbridge Wells. Oct. 31.

WILLIAM JACKSON PERKINS and REGINALD BRABANT SPARKES, solicitors (Perkins & Sparkes), Guildford, and 5, John-street, Bedford-row, London. Oct. 31. The business will be carried on in the future by the said William Jackson Perkins.

ARTHUR POLLOCK, AUBREY FREDERICK WILLOUGHBY, and VIVIAN ARTHUR POLLOCK, solicitors (Pollock & Co.), 6, Lincoln's-inn-fields, London. Oct. 31. So far as regards the said Aubrey Frederick Willoughby.

WILLIAM ROBERTS and ALFRED SAUNDERS TRATMAN, solicitors (Strickland, Roberts & Tratman), Bristol. Dec. 31, 1906.

[*Gazette*, Nov. 6.

FRANCIS CLAUGHTON MATHEWS, WILLIAM CANNING, and CHARLES MYLES MATHEWS, solicitors (F. C. Mathews & Co.), 151, Cannon-street, London. Oct. 22. So far as regards the said Francis Claughton Mathews, who retires from the firm.

[*Gazette*, Nov. 10.

General.

Viscount Wolverhampton sat as a member of the Judicial Committee on the 3rd inst.

It has taken ten weeks to obtain a jury in the new trial of Abraham Ruef, of San Francisco, remarks the correspondent of the *Times*.

Mr. R. Peters, solicitor, who is in his 100th year, and who has been mayor and town clerk of the borough, was this week, says the *Times*, made an honorary freeman of Launceston.

His Honour Judge Emden resumed his duties at Lambeth County Court on the 5th inst., after an absence of five weeks in consequence of an injury received in a motor-car collision.

Notice is given in the *London Gazette* that, in pursuance of the 20th section of the Railway and Canal Traffic Act, 1893, the Railway and Canal Commissioners propose to amend Rule 60 ("Registrar's Office when open") and Rule 65 ("Discretion of the Commissioners in cases not expressly provided for") of the Railway and Canal Commission Rules, 1893, and that as provided by the Rules Publication Act, 1893, copies of the draft amended rules may be obtained at the Railway and Canal Commission Office, Royal Courts of Justice, Strand.

When, in March last, Sir Lawrence Jenkins vacated the Chief Justiceship of the Bombay High Court to take his seat on the Council of the Secretary of State, it was resolved, says the *Times*, at a meeting representing the various communities of Bombay to raise a memorial fund. The fund has reached a total of £1,850, and at a meeting of the subscribers recently held in Bombay it was decided to devote nearly half of this amount to obtaining a portrait of the late Chief Justice, and to devote the balance to the foundation of scholarships bearing his name.

It is announced that Mr. Justice Bigham will go to the Autumn Assizes at Shrewsbury, on the Oxford Circuit, on Monday next, in place of the Lord Chief Justice, who will remain in London.

On the 5th inst. the Earl of Camperdown called attention to the difficulty of understanding legislation by reference, and asked whether the Government would during the present Session cause a full explanatory statement to be circulated in regard to the effect of the clauses of any Bill which contained references to Acts of Parliament. The Lord Chancellor said the Government would do their best to give effect to the noble earl's suggestion, especially in the case of Government Bills.

The Secretary of State for Foreign Affairs thinks it desirable to call attention, in the *London Gazette*, to the requirements of the French Conscription Law of June, 1889, under which the sons, born in France, of British subjects born elsewhere than in France, must, in order to obtain exemption from military service, decline French nationality within the year following the attainment of their majority if, at that time, they are deemed to be resident in France. Such persons should communicate with the British Consular Officer residing nearest to their place of birth, who will inform them of the precise formalities required.

On Tuesday last there was the novel spectacle of a lady, Miss Macmillan, addressing the House of Lords in support of an appeal from an interlocutor of the Extra Division of the Court of Session in an action brought to have the right of women determined as graduates and members of the General Council to vote in the election of the Parliamentary representative of the University of St. Andrews. The courts below decided against this right. Miss Macmillan, in opening the appellants' case, referred to the case of Mrs. Sheddin, in which a lady appeared in person at the bar of the House and addressed it for twenty-three days.

The Solicitors' Managing Clerks' Association will hold a Bohemian Concert on Thursday, the 26th inst., in the King's Hall, Holborn Restaurant. The president (Mr. F. Spooner) will occupy the chair, and the following artistes have been engaged:—Miss Annie Bartle (soprano), Miss Carrie Herwin (contralto), Mr. Phillip Rittie (tenor), Mr. A. H. Gee (baritone), Miss Ruby Wilson (light comedienne), Mr. Fred. Russell (ventriloquist), Mr. Alexander Prince (concertina soloist), Mr. Astley Weaver (humorous entertainer), Mr. Walter Churcher (humorous recitations), Mr. Wilson James (humorous), Mr. Bernard Russell (humorous), Mr. Albert Jorden (pianist). Musical director, Mr. Albert Jorden. The tickets are 1s. each, and can be obtained at the offices of the association, 12, New-court, W.C.

A correspondent of the *Central Law Journal* complains of the enormous increase of reported decisions in the United States. He says:—"I have been attracted by the advertisement of the West Publishing Company in your issue of August 21, to the effect that during the ten years from 1897 to 1906 the State and Federal Courts decided nearly one-half as many cases as had been decided in the two hundred and thirty-eight years preceding. This is really alarming. Is there no way to check this mass of opinions? Decisions now come so thick and fast, and there are so many conflicts, that the lawyer is quite at sea. Instead of the law becoming settled, it is becoming more and more unsettled. The majority of the opinions are also too long, showing a lack of care by the courts in studying the cases presented to them. The volume of case law produced from year to year is positively terrifying."

Mr. Tobin, K.C., Recorder of Salford, in charging the grand jury at the Salford Quarter Sessions, drew attention to the case of Frederick Rathbone, who had been committed for trial on a charge of stealing a bicycle. After he had been in gaol seven weeks awaiting trial at the sessions, it was shown conclusively that he had not committed the theft. He was then allowed out of gaol on his own recognisances. The grand jury now threw out the bill, and the Recorder told Rathbone that there was no suspicion on the part of any one in the world that he had anything to do with the robbery. The unfortunate position in which Rathbone had been placed was due to a mistake in regard to his identity on the part of a boy of 13. Another man arrested for a similar offence had confessed to having committed this theft as well.

On the death of Sir James Mathew becoming known, judicial tributes were paid to his memory. Sir Gorell Barnes said he was associated with Sir James for many years before he was elevated to the Bench, and had therefore ample opportunity of appreciating his extraordinary intellect and vast store of legal knowledge. They must all have fully realised that he was one of the most distinguished judges of their own time. Mr. C. J. Willock, on behalf of the members of the bar, said he desired to re-echo the remarks of his lordship. Mr. Justice Bray, in the Commercial Court, in the presence of Mr. Justice Bigham and Mr. Justice Walton, said that Sir James Mathew was the originator of the Commercial Court. In common with other judges of his day, Sir James had felt that commercial men were dissatisfied with the way their cases were dealt with in court. No doubt there were reasons for that feeling, owing, perhaps, to the delays and uncertainty as to the time cases would be tried and the expense of interlocutory business. No one could practise in the Commercial Court during the time Sir James presided over it without being impressed with the enormous grasp of commercial matters he had. He never allowed himself to be blinded by technicalities, but always insisted on the main point in dispute being decided. Mr. Scrutton, K.C., as senior counsel present, associated himself with the words of his lordship, and added that it would be the endeavour of counsel who practised in the court to assist

the judges in making it a worthy memorial of the judge they had lost.

Sir Felix Schuster, in his inaugural address as president to the Institute of Bankers, says the *Evening Standard*, regretted a tendency towards a decline in writing. Signatures were impressed with rubber stamps and cheques were typewritten. How, he said, would they guard against forgery in such cases? He doubted whether public companies were authorised by their articles to sign cheques with a rubber stamp, and he asked why they should wait to take action until some case arose which had to be taken into the court. He also advocated co-operation as to the size of cheques, which now seemed to vary between that of a newspaper and that of a visiting card. These "freak cheques" occasioned not only great inconvenience, but loss of time, and the Clearing House ought to have power to decide what sized cheque it would clear.

The Lord Chancellor, says the *Evening Standard*, did not choose an opportune time for removing from judges the obligation to pass the death sentence in cases of child murder. A better opportunity might have been found than the debate on the Children's Bill. The Lords themselves thought so, but compromised by accepting a suggestion of Lord Lansdowne that the subject should be deferred till the report stage of the Bill. The general benefit of the Lord Chancellor's amendment is another matter, and if the Government were moved to their action by the feeling that the sooner the law on this point is altered the better, we should be disposed to condone what appears at first sight an intrusion of a very grave question. The compulsion to pass the death sentence is both horrible and farcical. Everybody knows it is a mere matter of form, and this being so, the grim proceeding takes on the character of burlesque while it loses little or nothing of its momentary tragedy. The Lord Chancellor, on behalf of the Government, would empower judges to sentence the child-murderer to penal servitude, or a shorter term of imprisonment, according to the circumstances of her crime. That is to say, he would enable a judge to do at once what under prevailing conditions is left to the Home Secretary. Thereby a large and unnecessary amount of public agitation would be prevented, and justice would be swift rather than long-delayed. We do not for a moment believe that the removal of the certainty of a death sentence would increase infanticide. When a woman kills her child she is not often in a condition to speculate on chances of punishment and escape.

THE LAW GUARANTEE, TRUST, AND ACCIDENT SOCIETY (LIMITED).—Owing to the decease of certain of the original trustees of this society, there is only one survivor, the Hon. Mr. Justice Grantham. In conjunction with his lordship, the Hon. Mr. Justice Pickford and the Hon. Sidney Holland have now consented to act as trustees of this society.

The Property Mart.

Nov. 16.—Messrs. WEATHERALL & GREEN at the Mart, at 2: Long Leasehold Shops (see advertisement, back page, Nov. 7).

Nov. 17.—Messrs. DEBENHAM, TEWSON & Co., at the Mart, at 2: Leasehold Premises (see advertisement, page xv, Oct. 31).

Nov. 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Absolute Reversions, Life Interests, Policies of Assurance, Shares, &c. (see advertisements, back page, this week).

Nov. 19.—Messrs. J. B. BUNCH & DUKES, at the Mart, at 2: Residence and Shops (see advertisement, back page, this week).

Nov. 25.—Messrs. EDWIN FOX & BOUNFIELD, at the Mart, at 2: Freehold and Leasehold Properties (see advertisement, back page, this week).

Nov. 23.—Messrs. DAVID BURNETT, SON & BADDELEY, at the Mart: Houses, Business Premises and Properties (see advertisement, page xvi, Oct. 31).

Nov. 26.—Messrs. WALTER HALL & SONS, at the Mart, at 1: Freehold Residence (see advertisement, page xvi, Oct. 31).

Nov. 30.—Messrs. ELLIOT, SON & BOXTON, at the Mart, at 2: Freehold Ground-Rents (see advertisement, page xv, Oct. 31).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday ...Nov. 16	Mr. Borer	Mr. Bloxam	Mr. Farmer	Mr. Sygne
Tuesday	Tindal King	Leach	Borer	Theod
Wednesday	Bloxam	Farmer	Greswell	Tindal King
Thursday	Leach	Borer	Beal	Bloxam
Friday	Farmer	Greswell	Goldschmidt	Leach
Saturday	21	Goldschmidt	Beal	Farmer
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EYR.
Monday ...Nov. 16	Mr. Tindal King	Mr. Beal	Mr. Groswell	Mr. Church
Tuesday	17	Bloxam	Goldschmidt	Beal
Wednesday	18	Leach	Church	Goldschmidt
Thursday	19	Farmer	Sygne	Church
Friday	20	Borer	Theod	Sygne
Saturday	21	Greswell	Tindal King	Theod

Winding-up Notices.

London Gazette.—FRIDAY, NOV. 6.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BRITISH INDUSTRIES DEVELOPMENT CORPORATION, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Charles Herbert Bull, 6a, Devonshire sq. liquidator.

BROOKS-WATSON BAKES SYNDICATE, LIMITED.—Creditors are required, on or before Dec. 16, to send their names and addresses, and the particulars of their debts or claims, to E. Rowland, 6, Herbert rd., West Hendon, liquidator.

BRISTOL PALACE CO., LIMITED.—Creditors are requested, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to Robert Walter Brown, 49, Lincoln's inn fields. Frere & Co. Lincoln's inn fields, solicitors for liquidator.

GENERAL FINANCE AND DEVELOPMENT CO., LIMITED.—Petition for winding up, presented Nov 4, directed to be heard on Nov 17. Abrahams & Co, Tokenhouse yd. solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16.

KIRKE & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims to H. Walford Hales, 1/4, Vauxhall row, Calcutta, liquidator.

PREFECT MERTHYR COLLIERY CO., LIMITED.—Petition for winding up, presented Nov 3, directed to be heard Nov 17. Johnstone & Wiley, Duke st, St James', for Connors & Co, Cardiff, solicitors for petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 16.

ROBERT H. ENGLER, LIMITED.—Creditors are required, on or before Dec 6, to send in their names and addresses, and the particulars of their debts or claims, to William Hay Fielding, 43, Old Queen st, Westminster, liquidator.

SWISS HOTELS AND RAILWAY SYNDICATE, LIMITED.—Petition for winding up, presented Nov 2, directed to be heard on Nov 17. Taylor, Bedford row, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16.

WEST SUSSEX MOTOR CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov 30, to send their names and addresses and particulars of their debts or claims, to Arnold Francis Dickinson, and Stanley H. Bersay, 9 and 10, Pancras lane, Queen st, liquidators.

London Gazette.—TUESDAY, NOV. 10.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

A. L. CLARKE & CO., LIMITED.—Creditors are required, on or before Dec 10, to send in their names and addresses, and the particulars of their debts or claims, to Harold B. Everett, 3 to 7, Southampton st, Strand. Clark & Co, Southampton st, Strand, solicitors to the liquidator.

BRISTOL BUFFALO MARINE MOTOR CO., LIMITED.—Petition for winding up, presented Oct 30, directed to be heard at the Court House, Half Acre, Brentford, Dec 1, at 10. Gamlen & Co, 3 and 4, Gray's in sq, solicitors for the petition. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 30.

F. H. JOHNSON & CO., LIMITED.—Creditors are required, on or before Nov 31, to send their names and addresses, and the particulars of their debts or claims, to G. Montague White, 14, Old Jewry chambers, liquidator.

G. RAYNE'S LIMITED.—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to William Roe Sharp, 26, Bond st, Lee's Calvert, Leeds, solicitors for liquidators.

KIRKLEY RECREATION GROUND CO., LIMITED.—Creditors are required, on or before Dec 19, to send in their names and addresses, and the particulars of their debts or claims, to Ernest Edward Johnson, Grove chambers, Lowestoft, liquidator.

MONMOUTH DEVELOPMENT CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to William H. Stentford, 1, Broad st pl, liquidator.

NORTH OF ENGLAND PROPERTIES CO., LIMITED.—Creditors are required, on or before Nov. 23, to send their names and addresses, and the particulars of their debts or claims, to Richard Ryland Daly, 6, Fenwick st, Liverpool, liquidator.

R. G. E. SYNDICATE, LIMITED.—Creditors are required, on or before Nov 26, to send their names and addresses, and the particulars of their debts or claims, to Frank Gardiner Fadden, 109a, Cannon st, liquidator.

SOUTHWATER BRICK AND TILE CO., LIMITED.—Creditors are required, on or before Dec. 21, to send in their names and addresses, and the particulars of their debts or claims, to C. H. Ford, 30, Devonshire rd., Hoveham.

TELEPHONE GEAR CO., LIMITED.—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts or claims, to E. Chas. Holle, 29, Essex st, Strand, liquidator.

W. J. REEL & CO., LIMITED.—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Frank E. Webb, liquidator.

W. MARSHALL & CO., LIMITED.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st Biddle & Co, Aldermanbury, solicitors for the liquidator.

X ELECTRIC ACCUMULATOR CO., LIMITED.—Creditors are required, on or before Nov 19, to send their names and addresses, and the particulars of their debts or claims, to Walter John Webb, 18, Leadenhall-street. Statham & Co, New Broad st, solicitors to the liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 3.

ALLISON, JOSHUA THOMAS, Catford Dec 14 Mason & Co, Gresham st
BALL, SAMUEL, St Helens, Pawnbroker Dec 10 Pennington & Higson, Liverpool
BERNARD, THOMAS, Walsall, Grocer Dec 3 Hall, Walsall
BILL, WILLIAM, Gravelly Hill, Erdington, Warwick Dec 11 Locker, Birmingham
BUTLER, ROBERT, Hollingworth, Chester, Carrier Nov 30 Marsden, Glossop
COLE, GEORGE WYNN, West Southbourne, Bournemouth Nov 14 D'Angibau & Malin, Bournemouth

DAVIS, WILLIAM HENRY SEBASTIAN, Elizabeth, New York, Artist Nov 28 Le BRASSEUR & Oakley, Carey st, Lincoln's inn

DIPPIN, MARIA WARR, Woburn Sands, Bucks Dec 8 Pettit & Co, Leighton Buzzard
DODD, BENJAMIN, Iron Bridge, Salop, Brickburner Nov 14 Thorn-Pudsey & Derry, Iron Bridge

DYER, ANNA, Thornton Nov 21 Poole & Boulting, Taunton
ENGELKEN, ANABELLA ROBERTSON, Cambridge st, Hyde Park Dec 7 Bennett & Ferris, Colindale st

FABRETT, EDWARD DE GROUCHY, Palmer's Green, Auctioneer Dec 15 G & W Webb, Devonshire sq

FLEETWOOD, SABINA, Southend on Sea Dec 14 Seagrave & Co, Chancery in
FLEMING, JAMES, Ebury sq Nov 30 Francis & Co, Salter's Hall st, Cannon st

FORMBY, MARY Dec 17 Simpson & Co, Liverpool
GODD, ELIZABETH, Weston super Mare Dec 15 Humphys & Symonds, Hereford
GRAY, MARY ANN, Leatherhead Nov 28 Macarthur & Cheverton, King st, Chesham

GRING, JAMES, Westcliff on Sea, Dec 31 Cartwright & Cunningham, Paternoster row,
HALL, EMMA, Kates Hill, Dudley Nov 30 Hooper & Fairbairn, Dudley
HALL, HELEN JANE, Hyde Park mads, Marylebone Dec 24 Rye & Eyre, Golden sq
HANCOCK, CHARLES JEREMIAH, Leeds Dec 1 Clarke & Whittington, Leeds
HANSEN, VALDEMAR, Liverpool Dec 11 Alsop & Co, Liverpool
HARVEYSON, THOMAS, Ribblesworth, Finchley Dec 1 Wells & Sons, Church and Finchley
JOHNSTON, JAMES SCOTIA, BULKLEY, St Leonards on Sea Nov 30 Dawes & Sons, Angel
et, Throgmorton at
JOHN, WILLIAM BENNETT, Hope Mansell, Hereford Dec 5 W H & F S Collins, Ross
JOYNS, FRANCES, Tunbridge Wells Dec 7 Rivington & Son Fenchurch bldgs
KAY, JOHN, Balham Dec 7 Collier-Bristow & Co, Bedford row
KEMMALL, General Sir ARNOLD BURROWS, KCB, KCHL, Lowndes sq Dec 24 Wade,
St Helen's pl
KIDD, BENJAMIN, Bramley, Surrey Dec 1 Public Trustee, Clement's inn, Strand
LANCASTER, MARY, BAYNES Dec 5 Fowle, Northallerton
LRA, BILLIE, Leamington Spa, Warwick Nov 30 Chelton & Co, New et, Lincoln's inn
MCNAIR, HENRY ARNOLD, Bath Dec 21 Cobbold & Co, Ipswich
MEASURES, HERBERT EMMETT, Bermondsey st, Tooley st, Bermondsey, Colour Merchant
Dec 23 Simpson & Co, Southwark st, London Bridge
MIDDLETON, HANNAH MAY, Calderbridge, nr Egremont, Cumberland Dec 19 Milne,
Kendal, Westmorland
MIDDLETON, JOHN, Kirby, Bradder, I of M, Gardener Dec 19 Milne, Kendal, West-
morland
SCOTT, GEORGE, Gateshead on Tyne, Commercial Clerk Nov 30 Bramwell & Co, New-
castle upon Tyne
SHERRIDGE, FRANCIS JOHN, Great Yarmouth Dec 1 Hartley & Thomas, Exeter
SILVER, SARAH CONSTANCE, Wandage, Berks Dec 7 Rivington & Son, Fenchurch
bldgs
RICHARDSON, JAMES OMORON, Peckham, Builder Dec 12 Collier & Davis, Abchurch in,
King William st
ROBINSON, JOHN ROBERT, Helpshy, Yorks, Maltster Dec 15 Nelson & Co, Leeds
ROOPE, ELIZABETH, Swansea Dec 5 Evans, Swansea
ROSWORTH, THOMAS, Hulme, Manchester, Fishmonger Dec 21 Ogden & Co, Man-
chester
POPE, HENRY, Birmingham, Artist Nov 30 Parish, Birmingham
TAYLOR, HELENA MARIA, Huddersfield Dec 6 Holt, Manchester
THEW, EDWARD HORATIO, Heston, Newcastle on Tyne, Engraver Nov 30 Bramwell &
Co, Newcastle on Tyne
THOMPSON, JONATHAN, Knaresborough Dec 31 Turner, York
THOMPSON, JANE ELIZABETH, Knaresborough Dec 31 Turner, York
TRUTH, ROBERT PETER, Plymouth Dec 1 Pearce, Devonport
UTON, WILLIAM ALBERT, Birmingham, Printer Dec 24 Pinson & Co, Birmingham
VARNALL, WILLIAM PETER, Southover, Lewes Dec 13 Drake & Lee, Lewes
WHITES, ELLIEN JANE, Northumberland park, Tottenham Dec 17 Betsley, Surrey st
WILLIAMS, THOMAS, Mold, Flint, Mason Dec 1 Evans, Mold
WOODCOCK, WILLIAM, Huddersworth Nov 7 Cant & Cheate, Birmingham
YRATS, MARY ANN HARTNELL, Great Malvern, Worcester Nov 30 Lambert & Rogers,
Malvern

London Gazette.—FRIDAY, NOV. 6.

BARHAM, ALFRED, Norbury, Surrey, Dairyman Dec 6 Finnis & Chessher, Gracechurch st
BEOWEN, HANNAH, Sheffield Dec 1 Gould & Coombe, Sheffield
BROWN, EDWARD FAYNE, Uxbridge rd, Shepherd's Bush Dec 18 Maskell & Nisbet
JOHN st, Bedford row
BULLIVANT, WILLIAM MURTON, Mark Is, Wire Rope Manufacturer Dec 22 Sprent, Iron
monger in
CAMPBELL, EDITH MARY ANNE, Boscombe rd, Shepherd's Bush Dec 10 Kearsey & Co,
Cannon st
DIXON, JAMES, Kendal, Westmoreland Dec 19 Bolton & Bolton, Kendal
EMERY, ISAAC, Ilford, Essex, Jobmaster Dec 5 Hunt & Hunt, Ilford
GAUTHY, OPPORTUNE MARIE, Waterlooville, Hants Dec 21 Clements & Co, Old Broad st
GILES, THOMAS VALENTINE, Felderland, Word, Kent, Auctioneer Dec 5 Emmerson &
Co, Sandwich
HALL, JOHN MALCOLM, Wigan, Coffer Dec 24 Peace & Ellis, Wigan
HARRIS, SELINA, Macaulay rd, Clapham Common Dec 14 Payne, Budget row
HOLDING, WILLIAM, New King's rd, Fulham, Oilman Dec 14 Parfitt, Fulham rd
HOLMES, CHARLES BUTLER, Wigan, Building Contractor Dec 24 Peace & Ellis, Wigan
JONES, GEORGE FOLEY, Bishopston, Bristol Dec 12 Tuckett, Bristol
KING, WILLIAM HENRY, Pedmore House, nr Stourbridge Dec 17 King & Sons,
Stourbridge
LAMB, FRANCIS JOHN, Queen's av, Muswell Hill Dec 21 McKenna & Co, Bainesball st
LIME, JOHN, Newcastle upon Tyne, Estate Agent Dec 31 Pybus & Pybus, Newcastle
upon Tyne
LAWRIE, DAVID, Beckenham Dec 2 Biddle & Co, Aldermanbury
MANOLAKIS, HENRIETTA LEAKE, Briddington, Yorks Dec 1 Crust & Co, Beverley
MANFRES, JOHN, Sheffield Dec 31 H & A Maxfield, Sheffield
MAYHEW, JULIUS OSCAR, Edith grove, Chelsea Dec 4 Hopgoods & Dowson, Spring
gds
MARSH, SARAH MARY ANN, Stafford Dec 16 Padcock & Sons, Hanley
MOORHOUSE, WILLIAM, Dukinfield, Chester Dec 1 Rooke & Midgley, Leeds
PARRATT, RICHARD, Askers, Yorks Nov 30 Carter & Co, Pontefract

Bankruptcy Notices.

London Gazette.—FRIDAY, NOV. 6.

REMOVING ORDERS.

ALCOCK, GEORGE MONTGOMERY, Manchester, Coal Merchant
Manchester Pet Nov 8 Ord Nov 3
ANDERSON, JOHN ALEXANDER, Ardwick, Manchester,
Travelling Draper Manchester Pet Oct 27 Ord Nov 2
BAGGETT, PAMELA ROSE, Cardiff, Confectioner Cardiff
Pet Nov 2 Ord Nov 3
BAKER, FREDERICK, Hatfield Peverel, Essex, Grocer
Chelmsford Pet Nov 2 Ord Nov 2
BIDDLE, JAMES DALSON JR, Wine Merchant High Court
Pet Oct 30 Ord Nov 3
BIRCHALL, JAMES, Eccles, Lancs, Baker Salford Pet Oct
20 Ord Nov 3
BUGG, W C, Casewick rd, West Norwood, Builder High
Court Pet Sept 28 Ord Nov 3
BURNHAM, TOM ALFRED DUDGON, Nottingham, Commercial
Traveller Nottingham Pet Nov 4 Ord Nov 4
BURY, JAMES JACKSON, Carlisle, Hotel Keeper Carlisle
Pet Nov 4 Ord Nov 4
CAMERON, Major G E E G, Lauderdale mans, Portdown rd,
Maida Vale High Court Pet June 13 Ord Nov 3
CHIFFERFIELD, HARRY THOMAS, Oulton Broad, Suffolk,
Butcher Gt Yarmouth Pet Nov 4 Ord Nov 4
CORAN, JOHN, Ashley gds, Westminster High Court
Pet Sept 12 Ord Nov 3
COSTER, SAMUEL MARTIN, Handsworth, Grocer Birmingham
Pet Nov 2 Ord Nov 2
CROWDER, ANDREW BENNETT, Chorlton cum Hardy,
Manchester, Commission Agent Salford Pet Oct 31
Oct Nov 2

DAVIES, CHARLES, Ladbroke grove, Notting Hill, Stationer
High Court Pet Nov 3 Ord Nov 3
DAVIES, JOAN RHEDDERCH, Lauderdale rd, Maida Vale
High Court Pet July 21 Ord Nov 3
DEAN, F W, Acock's Green, Birmingham Birmingham
Pet Sept 19 Ord Nov 3
DIX, BENJAMIN, Saffron Walden, Essex, Builder Cam-
bridge Pet Nov 2 Ord Nov 2
DOLAN, FRANCIS JAMES, Warrington, Coal Dealer Warring-
ton Pet Nov 4 Ord Nov 4
DREWATER, JOHN BRIDLEY, Parkgate, nr Rotherham,
Yorks, Cycle Agent Sheffield Pet Nov 3 Ord Nov 3
DUKE, GEORGE, Birmingham, Motor Body Maker Birming-
ham Pet Nov 3 Ord Nov 3
ESOM, WILLIAM HENRY, Woodstock st, Canning Town, Oil
and Colourman High Court Pet Nov 3 Ord Nov 3
FLOCKTON, HARRY TURNER, Hunslet, Leeds, Journeyman
Tool Maker, Leeds Pet Nov 3 Ord Nov 3
GAINGER, RICHARD, Farnington Gurney, Somerset, Water
Engineer Wells Pet Nov 4 Ord Nov 4
GRIFFIN, SELINA, Warrham, Dorset, Bootmaker Poole
Pet Nov 4 Ord Nov 4
GRINDON, JOSEPH RUPPELL, and STANLEY FAIRFAX GRINDON,
Bristol, Oil Merchants Bristol Pet Nov 3 Ord Nov 3
HADDON, CHARLES HENRY, Hucknall Torkard, Notts,
Hosiery Manufacturers' Manager Nottingham Pet
Oct 23 Ord Nov 3
HALL, WILLIAM GEORGE, Yelverton, Devon, Saddler
Plymouth Pet Nov 4 Ord Nov 4
HART, JACOB, Mincing in, Commercial Traveller High
Court Pet April 14 Ord Nov 30
HILL, THOMAS ROWLAND, Bow Foundry, Bow, Iron-
founder High Court Pet Nov 3 Ord Nov 3
ILLINGWORTH, WILLIAM, Gillingham, Bradford, Auctioneer
Halifax Pet Nov 2 Ord Nov 2
JONES, ALFRED, Aberdare, Glam, Innkeeper Aberdare
Pet Nov 4 Ord Nov 4

NEWMAN, WILLIAM HALLIDAY, Hove, Sussex Dec 15 Clarke & Co, Old Broad st
NEWMAN, MARIA, Hove, Sussex Dec 15 Clarke & Co, Old Broad st
NUTTER, SAMUEL, Preston, Brighton, Gardener Dec 12 Scott & Co, Bradford
SAOH, EMMA, Portdown rd, Maida Vale Dec 15 Pike & Co, Old Burlington st
SCHIFF, ALFRED GEORGE, Warrford court, Throgmorton st, Stockbroker Dec 10 Kearney
& Co, Cannon st
SILVERSHIRE, CHARLES HICKES, New Barnet Dec 10 Smythe & Bretell, Basinghall st
SILVERSTE, EMMA, St Leonards on Sea Dec 15 Woodroffe & Ashby, Great Dover st
SMITH, STANFORD, Granville sq Dec 5 Castle & Co, Newman's st, Cornhill
SMITHARD, JOSEPH, Derby Dec 19 Lewis & Pain, Dover
SPARKS, LYDIA CHARLOWD, Torquay Dec 1 Day, Bristol
SWAFFER, ALFRED, Merham, Kent Nov 28 Hallett & Co, Ashford, Kent
SUMNER, CHARLES, Coventry Dec 6 Maddocks & Co, Coventry
RUDD, Rev CHARLES LOUIS, M A, Twickenham Dec 31 Rudd, Southampton st, Holborn
WALLS, CHARLES, Burgh in the Marsh, Lancs, Physician Nov 20 Walker & Co, and
Timberly & Son, Spilbury
WATTS, ARTHUR JOHN, Grosvenor rd, Piccadilly Dec 5 Wilson & Norman, Arundel st,
Strand

London Gazette.—TUESDAY, NOV. 10.

ARTHUR, JOHN, Holywell, Northumberland, Farmer Dec 21 Lambert & Lambert, Gates-
head
BAILLY, PERCY HEAD, Pembridge gds, Baywater Dec 31 Stringer & Stringer, High rd,
Kilburn
BARTER, THOMAS, Hook, Surrey Dec 6 Walker, Arundel st, Strand
BICK, GEORGE, Deptford, Tarpuin Maker Jan 7 Alpar, Abchurch in
BLACKBURN, WILLIAM, St James st Dec 31 Long & Gardner, Lincoln's inn fields
BRADSHAW, JOSEPH BETTS, Eccles, Lancs Dec 7 Chew & Sons, Manchester
BRAND, CECIL, Worthing Dec 17 Petch & Co, Bedford row
BROWN, FREDERICK, Walsall, Innkeeper Jan 1 Evans, Walsall
CLAY, EDWARD, Sunderland Dec 31 Storey & Sons, Sunderland
CLARK, JOHN, Milfield, Northumberland Dec 20 Watson & Co, Newcastle upon Tyne
CLAY, HERBERT JOHN HOGART H, Berwick upon Tweed Dec 48 anderson & Weatherhead,
Berwick upon Tweed
COOK, JAMES, Rochester, Rhodes, nr Middleton, Lancs Dec 21 Barlow, Manchester
COX, ELIZA, Fairholme, Windermere, Westmorland Dec 15 Blair & Roberts, Liverpool
CRAWHALL, ELIZABETH, Scarborough Dec 31 Emmet & Co, Gloombsbury sq
DAVIES, JANE KERR, Edgbaston, Birmingham Nov 28 Thomas & Co, Birmingham
DOBSON, DAVID, Wilmow, Chester Nov 30 Chew & Sons, Manchester
ELLIS, CARTERET GEORGE, Attleborough, Norfolk, Surgeon Dec 25 Stevens & Co,
Norwich
FINNEY, JOAN, Brighton Dec 29 Hollams & Co, Minsing in
GERRISH, JAMES, Hungerford rd Dec 31 Gerrish & Foster, College st, College hill
GUTHRIE, AUGUSTUS, Watling st, Commission Agent Dec 18 Morley & Co, Old
Broad st
HARRIS, LOUISA SOPHIA, Matlock, Derby Dec 31 Taylor & Co, Derby
HEDGES, FANNY ELIZA, Yardley, Worcester Dec 10 Beale & Co, Birmingham
HENDY, EMILY ANNABELLA, Andover Dec 1 Talbot, Andover
HOLROYD, TIMOTHY, Bradford Dec 14 Suddards, Bradford
HOOPER, CHARLES, Aylesbury, Surgeon Dec 5 Horwood & James, Aylesbury
HOPKINS, ISAAC, Bafford St Martins, Wills Dec 10 Wilson & Sons, Salisbury
HORSFALL, ELIZABETH, Uttoxeter, Lancs Dec 22 Jackson & Co, Reddals
HUGES, WILLIAM, Church st, Bethnal green, Boot Manufacturer Dec 7 Tatham & Co,
Queen Victoria st
HUME, JOHN, Hulme, Manchester, Tailor Dec 7 Chew & Sons, Manchester
JONES, SYDNEY SMITH, Blackpool Nov 19 Butcher, Blackpool
KESHAU, JOSEPH, Oldham, Gas Fitter Dec 5 Watson, Oldham
KEYS, SAMUEL, West Bromwich Nov 24 Thomas & Co, Birmingham
LADD, WILLIAM, Donnington, Lincs Dec 11 Stanland & Son, Boston, Lincs
LAWTON, BETTIE, Oldham Dec 5 Watson, Oldham
LEVY, BENJAMIN, Colmar st, Mito End, Clothier Dec 14 Harris, Leadsall st
LONG, CHARLES, Great Grimby Dec 15 Barker, Great Grimby
MILLER, ROBERT, New Barnet Dec 21 Croxley & Burn, Moorgate at bldgs
MIDDLETON, ELIZABETH, Leamington Spa, Warwick Dec 5 Wright & Co, Leamington
MORGANS, ELIZABETH MARY, Pembury, nr Tunbridge Wells Dec 31 Lovell & Co, Gray's
Inn sq
PEARSON, WILLIAM EDWARD, Weymouth Dec 16 Townsend & Sons, Swindon
POWELL, MARY ANN, Newcastle upon Tyne Dec 26 Wilkinson & Marshall, Newcastle
upon Tyne
PURTIS, MARY ISABEL, Sydenham Dec 7 Keene & Co, Seething in
RATCLIFFE, CHARLOTTE, Chisworth, Derby Dec 7 Chew & Sons, Manchester
ROWSE, ISAAC, St Agnes, Cornwall Dec 10 Hancock, Truro
SCOTT, ANNE, Chester sq Dec 16 Kirby & Co, The Sanctuary, Westminster
SMITH, CAROLINE, Long Eaton, Derby Nov 21 Whitworth, Nottingham
SPERGIE, THOMAS, High Wycombe Dec 9 Reynolds & Sons, High Wycombe
TAPLIN, BEN, High Wycombe, Corn Merchant Nov 30 Bliss, High Wycombe
VINCENT, SAMUEL, Acle, Norfolk, Cable Dealer Dec 10 Stevens & Co, Norwich
WHEATLEY, DEBORAH, Farsfield, Norfolk Dec 10 Stevens & Co, Norwich
WOOD, JAMES, Colwyn Bay, Denbigh Dec 31 Wragge & Co, Birmingham
WORTHINGTON, ABEL, Tunstall, Staffs, Pit Fireman Nov 30 Holton, Stoke upon Trent

KOHL, JEAN, Tothill st, Westminster, Restaurant Pro-
prietor High Court Pet Nov 4 Ord Nov 4
LEGROS & Co, Lisle st, Leicester sq High Court Pet Oct 7
Ord Nov 4
MASON, HERBERT F, Withington, Lancs, Insurance Agent
Stockport Pet Aug 1 Ord Nov 3
MOIR, GEORGETTE ROSE MARGARET VICTORIA, Greenwich
Poole Pet Nov 3 Ord Nov 3
MOYSE, LOUIS HENRI, Love Is, Wood st, Milliner High
Court Pet Oct 29 Ord Nov 4
PARKER, WILLIAM HENRY, Moretonhampstead, Devon,
Suffh Exeter Pet Nov 3 Ord Nov 3
PARKINSON, SAMUEL, Gainsborough, Lincs, Painter Lin-
coln Pet Nov 2 Ord Nov 2
RADLEY, JARRE, Osmett, Yorks, Bag Merchant Dewbury
Pet Nov 4 Ord Nov 4
ROBERTS, DAVID SILWYN, Neath, Glam, Painter Neath
Pet Nov 2 Ord Nov 2
ROBERTS, ELIZA, Whitby, Yorks, Dressmaker Stockton on
Tees Pet Oct 22 Ord Nov 3
ROBERTS, ROBERT DAVIES, Carnarvon, Grocer Bangor Pet
Nov 2 Ord Nov 2
ROBINSON, JOHN HENRY, Clwyton, Yorks, Farmer
Bradford Pet Nov 3 Ord Nov 3
SEARLE, ARTHUR TOLL, Bristol, Draper Bristol Pet Nov 2
Ord Nov 2
STOCKER, CHARLES, jun, Birmingham, Printers' Engineer
Birmingham Pet Nov 4 Ord Nov 4
THORNTON, WILLIAM, Scarborough, Private Hotel Keeper
Scarborough Pet Nov 3 Ord Nov 3
UNDERHILL, ANDREW, Gunnislake, Cornwall, Ironmonger
Hymnouth Pet Nov 2 Ord Nov 2
WALLS, WILLIAM HENRY, Leeds, Commission Agent Leeds
Pet Nov 4 Ord Nov 4
WARREN, JAMES, Swindon, Furniture Dealer Swindon Pet
Nov 3 Ord Nov 3

WATKINS, CHARLES, Watchet, Somerset, Corn Merchant
Taunton Pet Nov 8 Ord Nov 8
WHITFIELD, THOMAS, Swanage, Dorset, Baker Poole Pet
Nov 4 Ord Nov 4
WILSON, WILLIAM, SPENNYMOOR, Durham, Painter Durham
Pet Oct 20 Ord Nov 3
WOODMAN, WILLIAM, Green, James st, Bedford row, Public
House Broker High Court Pet July 10 Ord Oct 22
WOODWARD, GEORGE CHARLES, Stinchley, Worcester,
Greengrocer Birmingham Pet Nov 2 Ord Nov 2
Amended Notice substituted for that published in the
London Gazette of Sept 15:
CHAMBERS, HENRY, Blackburn, Joiner Blackburn Pet Sept
10 Ord Sept 10

Amended Notice substituted for that published in the
London Gazette of Nov 3:
DAVISON, RALPH SMITH, Old Trafford, Manchester, Packing
Case Maker Manchester Pet Oct 21 Ord Oct 31

FIRST MEETINGS.

ANDERSON, JOHN ALEXANDER, Ardwick, Manchester,
Travelling Draper Nov 14 at 11 Off Rec, Byrom st,
Manchester
AVERILL, JAMES, Aberystwyth, Cardigan, Fishmonger Nov
14 at 12.30 Town hall, Aberystwyth
BIDDLE, JAMES, Dalton in, Wine Merchant Nov 16 at 12
Bankruptcy bldgs, Carey st
BREW, WILLIAM JOHN, Leek, Staffs, Plumber Nov 19 at
11.30 Off Rec, 23, King Edward st, Macclesfield
BUGG, W. C. Casewick rd, West Norwood, Builder Nov 16
at 11 Bankruptcy bldgs, Carey st
CHAFFELL, JOSEPH, GEORGE WILLIS CHAFFELL and WALTER
CHAFFELL, Earlsdon, nr Dewsbury, Builders Nov 17
at 11 Off Rec, Bank chambers, Corporation st, Dewsbury
COLLINS, GEORGE CHARLES GRAYSTON, Cardiff Nov 16 at 12
Off Rec, 117, St Mary st, Cardiff
COHAN, JOHN, Ashley gds, Westminster Nov 17 at 1
Bankruptcy bldgs, Carey st
DAVIES, CHARLES, Ladbroke grove, Notting Hill, Stationer
Nov 16 at 1 Bankruptcy bldgs, Carey st
DAVIES, IOAN RAYDECH, Lauderdale rd, Maide Vale
Nov 17 at 11 Bankruptcy bldgs, Carey st
DAVISON, RALPH SMITH, Old Trafford, Manchester, Packing
Case Maker Nov 17 at 3 Off Rec, Byrom st, Man-
chester
DEAR, WILLIAM, Chesham, Bucks, Florist Nov 16 at 12
1, St Aldates, Oxford
ELLIS, GRIFFITH, Aberystwyth, Ironmonger Nov 14 at
12.15 Town hall, Aberystwyth
ESOM, WILLIAM HENRY, Woodstock st, Canning Town, Oil
and Coloursman Nov 17 at 12 Bankruptcy bldgs,
Carey st
FLOOTON, HARRY TURNER, Hunstet, Leeds, Tool Maker
Nov 16 at 11 Off Rec, 24, Bond st, Leeds
GROSSMAN, MYER, Brentford Nov 16 at 12 14, Bedford
row
HARLOW, EDWARD, Coventry, Coal Merchant Nov 16 at 11
Off Rec, 8, High st, Coventry
HAWKS, PHILIP KINGCOME WATTY, St Ives, Cornwall,
Assistant Schoolmaster Nov 14 at 11 Off Rec,
Boscawen st, Truro
HERTZ, JACOB, Mining in, Commercial Traveller Nov 17
at 2.30 Bankruptcy bldgs, Carey st
HILL, THOMAS ROWLAND, Bow Foundry, Bow, Ironfounder
Nov 16 at 2.30 Bankruptcy bldgs, Carey st
HOWATSON, THOMAS CHARLES, St Asaph, Flint, Veterinary
Surgeon Nov 16 at 12 Crypt chambers, Eastgate row,
Chester
HOWELL, WILLIAM, Wotton under Edge, Glos, Draper
Nov 14 at 12.15 Off Rec, Station rd, Gloucester
KEBLE, ARTHUR JAMES, Ilford, Builder Nov 16 at 12 14,
Bedford row
MOIR, GEORGETTE ROSE MARGARET VICTORIA, Greenwich
Nov 14 at 12.30 Messrs. Curtis & Son's Office, 158,
Old Christchurch rd, Bournemouth
MOORE, FREDERICK HENRY, Worcester, Grocer Nov 16 at
11 Off Rec, 11, Copenhagen st, Worcester
PARKER, WILLIAM HENRY, Moretonhamstead, Devon,
Smith Nov 19 at 10.30 Off Rec, 9, Bedford circus, Exeter
PARKINSON, SAMUEL, Gainsborough, Lincs, Painter Nov 19
at 12.15 Off Rec, 31, Silver st, Lincoln
POYNTER, FREDERICK, Great Sheffield, Cambridge Nov 14
at 12 Off Rec, 5, Petty Cury, Cambridge
REED, ARTHUR JAMES ALBERT, Drybrook, Glos, Innkeeper
Nov 14 at 11.20 Off Rec, Station rd, Gloucester
ROBERTS, DAVID SELWYN, Neath, Glam, Painter Nov 14 at
11 Off Rec, 31, Alexandra rd, Swansea

ROBINSON, JOHN HENRY, Clayton, Yorks, Farmer Nov 16 at
11 Off Rec, 12, Duke st, Bradford
ROYSTON, RICHARD, Holmes, Rotherham, Yorks, Colliery
Employee Nov 19 at 12 Off Rec, Figgies in,
Sheffield

RUTTER, ALFRED EDWARD, Whitley Bay, Northumberland,
Insurance Inspector Nov 17 at 3 Off Rec, 3, Manor
pl, Sunderland

SALE, JOHN, North Walsham, Norfolk, Builder's Clerk
Nov 14 at 12.30 Off Rec, 8, King st, Norwich

SHANKLAND, HAMILTON, Knaresborough, Yorks Nov 14 at
11.30 Messrs Curtis & Son's office, 158, Old Christchurch
rd, Bournemouth

SUNDERLAND, JONAS, and WILLIAM ILLINGWORTH, Brig-
house, Auctioneers Nov 16 at 3 County Court, Prescott
st, Halifax

(The notice of First Meeting published in the London
Gazette of Nov 8, in the matter of Jonas Sunderland,
is hereby withdrawn.)

WIGHT, ALFRED, London Colney, nr St Albans, Grocer Nov
16 at 3 14, Bedford row
WILTSHIRE, LUTHER, Mountain Ash, Glam, Fruiterer Nov
16 at 11 Off Rec, Post Office chambers, Pontypridd

ADJUDICATIONS.

ALCOCK, GEORGE MONTGOMERY, Hawk Green, Marple,
Coal Merchant Manchester Pet Nov 3 Ord Nov 3
BAGGETT, PAMELA ROSE, Cardiff, Confectioner Cardiff
Pet Nov 2 Ord Nov 2

BAKER, FREDERICK, Hatfield, Peterell, Essex, Grocer
Chelmsford Pet Nov 2 Ord Nov 2

BEALE, ARTHUR JOHN, Great Suffolk st, Southwark, Iron-
monger High Court Pet Sept 9 Ord Nov 3

BURNHAM, TOM ALFRED DUDGON, Nottingham, Com-
mercial Traveller Nottingham Pet Nov 4 Ord Nov 4

BUSET, JAMES JACKSON, Carlisle, Hotel Keeper Carlisle
Pet Nov 4 Ord Nov 4

CHIFFIELD, HARRY THOMAS, Oulton Broad, Suffolk,
Butcher Great Yarmouth Pet Nov 4 Ord Nov 4

CLOUT-SMITH, EDWARD ARNOLD, Westbourne st, Hyde
Park, Paddington, Physician High Court Pet Sept
25 Ord Nov 4

COLLINS, GEORGE CHARLES GRAYSTON, Cardiff Cardiff Pet
Oct 6 Ord Nov 4

COSTES, SAMUEL BERTIE, Handsworth, Grocer Birmingham
Pet Nov 2 Ord Nov 2

CROWDER, ANDERSON BENNETT, Chorlton cum Hardy,
Manchester, Commission Agent Salford Pet Oct 31
Ord Nov 4

DALN, ALFRED, North Shields, Solicitor Newcastle on
Tyne Pet Oct 7 Ord Nov 3

DAVIES, CHARLES, Ladbroke grove, Notting Hill,
Stationer High Court Pet Nov 3 Ord Nov 3

DIX, BENJAMIN, Salford Waldeen, Essex, Builder Cam-
bridge Pet Nov 2 Ord Nov 2

DOLAN, FRANCES JAMES, Warrington, Coal Dealer War-
rington Pet Nov 4 Ord Nov 4

DRINKWATER, JOHN BRINKLEY, Parkgate, nr Rotherham,
Cycle Agent Sheffield Pet Nov 3 Ord Nov 3

ESOM, WILLIAM HENRY, Woodstock st, Canning Town, Oil
and Coloursman High Court Pet Nov 3 Ord Nov 3

FLAHS, ARNOLD, Newcastle on Tyne, Hairdresser New-
castle on Tyne Pet Oct 16 Ord Nov 3

FLOOTON, HARRY TURNER, Hunstet, Leeds, Tool Maker
Leeds Pet Nov 3 Ord Nov 3

GRIFFIN, SELINA, Wareham, Dorset, Bootmaker Poole
Pet Nov 4 Ord Nov 4

GRINDON, JOSEPH RUSSELL, and STANLEY FAIRFAX GRINDON,
Bristol, Oil Merchants Bristol Pet Nov 3 Ord Nov 3

GRANGER, RICHARD, Farrington Gurney, Somerset, Water
Engineer Wells Pet Nov 4 Ord Nov 4

HADEN, CHARLES HENRY, Hucknall Torkard, Notts,
Hosiery Manufacturers Manager Nottingham Pet
Oct 23 Ord Nov 3

HALLS, WILLIAM GEORGE, Yelverton, Devon, Saddler Ply-
mouth Pet Nov 4 Ord Nov 4

HAWKE, PHILIP KINGCOME WATTY, St. Ives, Cornwall,
Assistant Schoolmaster Truro Pet Oct 31 Ord Nov 2

ILLINGWORTH, WILLIAM, Gillington, Bradford, Auctioneer
Halifax Pet Nov 2 Ord Nov 2

JONES, ALFRED, Abercrombie, Glam, Innkeeper Aberdare Pet
Nov 4 Ord Nov 4

LAMB, EMILY, Bishopcote, Bristol, Lodging House Keeper
Bristol Pet Oct 30 Ord Nov 4

MOIR, GEORGETTE ROSE MARGARET VICTORIA, Greenwich,
Kent Poole Pet Nov 3 Ord Nov 3

PARKER, WILLIAM HENRY, Moretonhamstead, Devon,
Smith Exeter Pet Nov 3 Ord Nov 3

PARKINSON, SAMUEL, Gainsborough, Painter Lincoln Pet
Nov 2 Ord Nov 2

RADLEY, JAMES, Ousest, Yorks, Rag Merchant Dewsbury
Pet Nov 4 Ord Nov 4

RICHARDSON, WALTER, Bradford, Grocer Bradford Pet
Sept 25 Ord Nov 3

ROBERTS, DAVID SELWYN, Neath, Glam, Painter Neath &
Aberavon Pet Nov 2 Ord Nov 2

ROBERTS, ROBERT DAVIES, Carnarvon, Grocer Bangor
Pet Nov 3 Ord Nov 3

ROBINSON, JOHN HENRY, Clayton, Yorks, Farmer Bradford
Pet Nov 3 Ord Nov 3

SPURS, ROBERT, Bristol, Licensed Victualler Bristol Pet
Oct 17 Ord Nov 4

SUNDERLAND, JONAS, Hatfield, Auctioneer Halifax Pet
Oct 29 Ord Nov 3

THORNTON, WILLIAM, Scarborough, Private Hotel Keeper
Scarborough Pet Nov 3 Ord Nov 3

TOYE, JOHN, Ashmount rd, Hornsey la, Grocer High Court
Pet Oct 16 Ord Nov 3

TURON, HAROLD, Bardett rd, Bow High Court Pet Aug 27
Ord Oct 25

UNDERHILL, ANDREW, Gunnislake, Cornwall, Ironmonger
Plymouth Pet Nov 2 Ord Nov 2

WAGHORN, HENRY, Cheltenham Cheltenham Pet Oct 19
Ord Nov 3

WAITE, CHARLES EUGENE, Sun st, Finsbury High Court
Pet July 8 Ord Oct 29

WALLS, WILLIAM HENRY, Leeds, Commission Agent Leeds
Pet Nov 4 Ord Nov 4

WARRER, JAMES, Swindon, Furniture Dealer Swindon Pet
Nov 3 Ord Nov 3

WATKINS, CHARLES, Watchet, Somerset, Corn Merchant
Taunton Pet Nov 3 Ord Nov 3

WHITFIELD, THOMAS, Swanage, Dorset, Baker Poole Pet
Nov 4 Ord Nov 4

WIGHT, ALFRED, London Colney, nr St Albans, Herts,
Grocer St Albans Pet Oct 3 Ord Nov 3

WOODWARD, GEORGE CHARLES, Stinchley, Worcester, Green-
grocer Birmingham Pet Nov 2 Ord Nov 2

London Gazette.—TUESDAY, NOV 10.

RECEIVING ORDERS.

ALLENSTON, CHARLES HEDLEY, Oulton Broad, Suffolk Great
Yarmouth Pet Oct 22 Ord Nov 7

ARLEN, JOHN, Meole, Shrewsbury, Grocer Northampton
Pet Nov 4 Ord Nov 4

ASPFORTH, GEORGE HENRY, Pitsmoor, Sheffield, Builder
Sheffield Pet Nov 6 Ord Nov 6

ARPEY, JOSEPH WILLIAM, Kirkstall, Leeds, Monumenta-
l Mason Leeds Pet Nov 5 Ord Nov 5

BEAR, BENJAMIN, Winchester, Outfitter Winchester Pet
Nov 5 Ord Nov 5

BILLINGSLEY, ERNEST, Coventry, General Dealer Coventry
Pet Nov 4 Ord Nov 4

BISHOP, GEORGE A, Herne Bay Canterbury Pet Nov 6
Ord Nov 6

BIRCHAM, HENRY, Hirst, Morpeth, Northumberland,
General Dealer Newcastle on Tyne Pet Oct 17 Ord
Nov 5

BIRCHMELL, FREDERICK, Greenwich, Monumental Mason
Greenwich Pet Nov 5 Ord Nov 5

CANT, JAMES, Morpeth, Northumberland, Beerhouse
Manager Newcastle on Tyne Pet Nov 5 Ord Nov 5

CLAYTON, JAMES, Thelwall, Chester, Commission Agent
Warrington Pet Nov 6 Ord Nov 6

COWELL, THOMAS, Hailton, nr Leeds, Insurance Agent Leeds
Pet Nov 6 Ord Nov 6

DAWES, HENRY, Gainsborough, Debt Collector Lincoln
Pet Nov 6 Ord Nov 6

EVANS, JOHN PEBBLES, Cardiff, Draper Cardiff Pet Oct
26 Ord Nov 6

FOALE, H. A., Halford rd, Fulham, Coal Merchant High
Court Pet Oct 9 Ord Nov 6

GOLDREBO, J. & Co., Paper st, Redcross st, Mantle Manu-
facturers High Court Pet Oct 27 Ord Nov 4

HARRISON, JOHN AUGUSTUS CHARLES, Chancery-in, Engraver
High Court Pet Nov 6 Ord Nov 6

HAWKEY, ROSINA JANE, Streatham, House Furnisher
Wandsworth Pet Sept 25 Ord Nov 5

HICKS, ROBERT, Motheringhall, Lincs, Wheelwright Lin-
coln Pet Nov 6 Ord Nov 6

HOWSHIP, FREDERICK JOHN, Plymouth, General Dealer
Plymouth Pet Nov 5 Ord Nov 5

HYAM, C & E & Co, Ludgate hill, Tailors High Court Pet
Oct 9 Ord Nov 6

JACKSON, JOHN THOMAS, Leigh, Lancs, Furniture Dealer
Bolton Pet Nov 5 Ord Nov 5

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830 Appeals to Quarter sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

JOHNSON, WILLIAM, Cottager's Plot, Lacey, Lines, Market Gardener Great Grimby Pet Nov 4 Ord Nov 4
JOLLIFFE, TOM ANDREW, Clarence Gate gds, Baker at High Court Pet July 6 Ord Nov 6
JONES, LEWIS, Pontypridd, Glam, Haulier Pontypridd Pet Nov 4 Ord Nov 4
MARSHALL, THOMAS, Boush pl, Bounds Green rd, Wood Green, Merchant Edmonton Pet Oct 7 Ord Nov 5
MATTHEWS, WILLIAM, Kingsland, Hereford Leominster Pet Oct 12 Ord Nov 6
MORAN, JAMES, Penydarren, Merthyr Tydfil, Mill Foreman Merthyr Tydfil Pet Nov 5 Ord Nov 5
PALMER, HERBERT JAMES, High Ogar, Essex, Brewers' Manager Chelmsford Pet Nov 6 Ord Nov 6
PARCELL, GEORGE, Hyde Park, Leeds Leeds Pet Nov 6 Ord Nov 6
PARRY, CHARLES FREDERICK, Newport, Mon, Coal Merchant Newport, Mon. Pet Nov 7 Ord Nov 7
PLUMMER, WILLIAM, Nantyllyon, nr Maesteg, Glam, Collier Cardiff Pet Nov 5 Ord Nov 5
PROCOPIUS, NICHOLAS, Manchester, Tobacco Merchant Manchester Pet Nov 7 Ord Nov 7
PUNSHOR, ROBERT, Sunderland, Butcher Sunderland Pet Nov 4 Ord Nov 4
SCHONBERG, H. F. JOSEPHINE, Brixton hill High Court Pet Oct 15 Ord Nov 5
SHEFFIELD, A. J. COLEMAN, Auctioneer High Court Pet Aug 27 Ord Nov 5
SUTHERST, THOMAS, Eldon st, Finsbury, Company Promoter High Court Pet July 24 Ord Nov 5
TUCKER, HERBERT JAMES, Plymouth, Butcher Plymouth Pet Nov 5 Ord Nov 5
WILKINSON, EASTWOOD, Barnoldswick, Yorks, Laundry Proprietor Bradford Pet Nov 7 Ord Nov 7
WILLIAMS, JOSEPH, Islington green, Floor Cloth Dealer High Court Pet Nov 6 Ord Nov 6

FIRST MEETINGS.

ALDRIDGE, THOMAS ANDREW, Bridgewater, Solicitor Nov 18 at 11.30 Off Rec, 26, Baldwin st, Bristol
ASPEY, JOSEPH WILLIAM, Kirkstall, Leeds, Monumental Mason Nov 18 at 11.30 Off Rec, 24, Bond st, Leeds
BAKER, FREDERICK, Hatfield, Essex, Grocer Nov 18 at 12.30 Off Rec, 24, Bond st, Leeds
BEAN, BENJAMIN, Winchester, Outfitter Nov 19 at 11 Off Rec, 26, Baldwin st, Bristol
BIRCHALL, JAMES, Eccles, nr Manchester, Baker Nov 18 at 2.30 Off Rec, Byrom st, Manchester
BIRCHALL, HENRY, Hirst, Morpeth, Northumberland, General Dealer Nov 18 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
BIRCHALL, FREDERICK, Greenwich, Monumental Mason Nov 18 at 11.30 132, York rd, Westminster
BOVDLES, FREDERICK, Bewdley, Worcester, Fishmonger Nov 18 at 12.45 Mr G A Weston, Solicitor, Church st, Kidderminster
BURNHAM, TOM ALFRED DUDGON, Nottingham, Commercial Traveller Nov 18 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
BURY, JAMES JACKSON, Carlisle, Hotel Keeper Nov 19 at 11 34, Fisher st, Carlisle
CAMERON, G. E. G. (Major), Lauderdale mss, Portdown rd, Maida Vale Nov 20 at 11 Bankruptcy bldg, Carey st
CANT, JAMES, Morpeth, Northumberland, Beerhouse Manager Nov 18 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
COSTER, SAMUEL BERTIE, Handsworth, Grocer Nov 20 at 12 191, Corporation st, Birmingham
COWELL, THOMAS, Hulton, nr Leeds, Insurance Agent Nov 19 at 11 Off Rec, 24, Bond st, Leeds
CROWDER, ANDREW BENNETT, Chorlton cum Hardy, Manchester, Commission Agent Nov 19 at 3 Off Rec, Byrom st, Manchester
DOLAN, FRANK JAMES, Warrington, Coal Dealer Nov 19 at 2.30 Off Rec, Byrom st, Manchester
DRISWATER, JOHN BRIDGLEY, Parkgate, nr Rotherham, Yorks, Cycle Agent Nov 19 at 12.30 Off Rec, 26, Baldwin st, Bristol
FOALE, H. A., Halford rd, Fulham, Coal Merchant Nov 20 at 1 Bankruptcy bldg, Carey st
GOLDEN, J. & Co, Paper st, Redcross st, Mantle Manufacturers Nov 19 at 11 Bankruptcy bldg, Carey st
GRAINGER, RICHARD, Fartington Gurney, Somerset, Water Engineer Nov 18 at 12 Off Rec, 26, Baldwin st, Bristol
GRIFFIN, SELINA, Warcham, Dorset, Bootmaker Nov 19 at 12.15 Messrs Curtis & Son's Office, 42, Station rd, Poole
GREENSON, JOSEPH RUSSELL, and STANLEY FAIRFAX GREENSON, Bristol, Oil Merchants Nov 18 at 12.30 Off Rec, 26, Baldwin st, Bristol

HARRISON, JOHN AUGUSTUS CHARLES, Chancery In, Engraver and Artist Nov 23 at 12 Bankruptcy bldg, Carey st
HAWKEY, ROSINA JANE, High rd, Streatham, House Furnisher Nov 19 at 11.30 132, York rd, Westminster
HICKMAN, ELI, Cheslyn Hay, nr Walsall, Grocer Nov 18 at 11.30 Off Rec, Wolverhampton
HYAN, C. F. & Co, Lodgegate hill, Tailors Nov 19 at 2.30 Bankruptcy bldg, Carey st
JONES, JOHN WALKINSHAW, Carlisle, Draper Nov 18 at 11 34, Fisher st, Carlisle
JACKSON, JOHN THOMAS, Leigh, Lancs, Furniture Dealer Nov 19 at 3 19, Exchange st, Bolton
JOLLIFFE, TOM ANDREW, Clarence Gate gds, Baker at Nov 19 at 12 Bankruptcy bldg, Carey st
JONES, ALFRED, Aberdare, Glam, Innkeeper Nov 20 at 11.15 Off Rec, Post Office chmbrs, Pontypridd
JONES, LEWIS, Pontypridd, Glam, Haulier Nov 18 at 10.30 Off Rec, Post Office chmbrs, Pontypridd
KENDALL, JOSE, St George, Bristol, Farmer Nov 18 at 11.45 Off Rec, 26, Baldwin st, Bristol
KOHL, JEAN, Tothill st, Westminster, Restaurant Proprietor Nov 18 at 11 Bankruptcy bldg, Carey st
LANE, EMILY, Bishopcote, Bristol, Lodging House Keeper Nov 18 at 11.15 Off Rec, 26, Baldwin st, Bristol
LEGROS & Co, Lisle st, Leicester sq Nov 18 at 2.30 Bankruptcy bldg, Carey st
MAGGS, THOMAS, Longlight, Manchester, Baker Nov 18 at 3 Off Rec, Byrom st, Manchester
MORAN, JAMES, Penydarren, Merthyr Tydfil, Mill Foreman Nov 19 at 12 Off Rec, County Court, Towhall, Merthyr Tydfil
MOYER, LOUIS HENRI, Love In, Wood st, Milliner Nov 18 at 1 Bankruptcy bldg, Carey st
PARCELL, GEORGE, Leeds Nov 19 at 11.30 Off Rec, 24, Bond st, Leeds
PUNSHOR, ROBERT, Sunderland, Butcher Nov 19 at 3 Off Rec, 3, Manor pl, Sunderland
SAUNDERS, FREDERICK, Chesterfield, Stationer Nov 19 at 12 Off Rec, 47, Full st, Derby
SCHONBERG, H. F. JOSEPHINE, Brixton Hill Nov 18 at 11 Off Rec, 26, Baldwin st, Bristol
SHARPLE, ARTHUR TOLL, Bristol, Draper Nov 18 at 12.1 Off Rec, 26, Baldwin st, Bristol
SHEFFIELD, A. J. COLEMAN, Auctioneer Nov 19 at 11 Bankruptcy bldg, Carey st
SMITH, JAMES, Kidderminster, Haulier Nov 18 at 12.30 Mr G A Weston, Solicitor, Church st, Kidderminster
SPURR, ROBERT, Bristol, Licensed Victualler Nov 18 at 11 Off Rec, 26, Baldwin st, Bristol
SUTHERST, THOMAS, Eldon st, Finsbury, Company Promoter Nov 18 at 12 Bankruptcy bldg, Carey st
THORNTON, WILLIAM, Scarborough, Boarding house Keeper Nov 18 at 4 Off Rec, 48, Westborough, Scarborough
TOWSELEY, TIBERTUS, Hadfield, Derby, Chemist Nov 18 at 3.30 Off Rec, Byrom st, Manchester
WALLS, WILLIAM HENRY, Leeds, Commission Agent Nov 18 at 11 Off Rec, 24, Bond st, Leeds
WARD, GEORGE JOSEPH HANCOCK, Birmingham, Baker Nov 20 at 11.30 191, Corporation st, Birmingham
WATERS, JAMES, Swindon, Furniture Dealer Nov 18 at 2 Off Rec, 38, Regent circus, Swindon
WHITFIELD, THOMAS, Swinsage, Baker Nov 18 at 11.30 Messrs Curtis & Son's Office, 42, Station rd, Poole
WILKINSON, EASTWOOD, Barnoldswick, Yorks, Laundry Proprietor Nov 20 at 11 Off Rec, 12, Duke st, Bradford
WILLIAMS, JOSEPH, Islington green, Carpet Dealer Nov 20 at 12 Bankruptcy bldg, Carey st
WOODMAN, WILLIAM, Great James st, Bedford row, Public House Broker Nov 18 at 1 Bankruptcy bldg, Carey st
WOODWARD, GEORGE CHARLES, Stinchley, Worcester Green-street Nov 19 at 11.30 191, Corporation st, Birmingham

ADJUDICATIONS.

ANDERSON, JOHN ALEXANDER, Ardwick, Manchester, Travelling Draper Manchester Pet Oct 27 Ord Nov 5
ANDER, JOHN, Meole, Shrewsbury, Grocer Northampton Pet Nov 4 Ord Nov 4
ASPEY, JOSEPH WILLIAM, Kirkstall, Leeds, Monumental Mason Leeds Pet Nov 5 Ord Nov 5
BEAN, BENJAMIN, Winchester, Outfitter Winchester Pet Nov 5 Ord Nov 5
BIDDLE, JAMES, Dalton In, Grocer High Court Pet Oct 20 Ord Nov 6
BILLINGSLEY, ERNEST, Coventry, General Dealer Coventry Pet Nov 4 Ord Nov 4

BIRCHALL, JAMES, Eccles, Lancs, Baker Salford Pet Oct 20 Ord Nov 5
BIRCHALL, FREDERICK, Greenwich, Monumental Mason Greenwich Pet Nov 5 Ord Nov 5
BUGG, WILLIAM CHARLES, Casewick rd, West Norwood, Builder High Court Pet Sept 26 Ord Nov 5
CANT, JAMES, Morpeth, Northumberland, Beerhouse Manager Newcastle on Tyne Pet Nov 5 Ord Nov 5
CLAYTON, JAMES, Thelwall, Chester, Commission Agent Warrington Pet Nov 6 Ord Nov 6
CORRAN, JOHN, Ashley gds, Westminster High Court Pet Sept 12 Ord Nov 6
COWELL, THOMAS, Hulton, nr Leeds, Insurance Agent Leeds Pet Nov 6 Ord Nov 6
DAWES, HENRY, Gainborough, Debt Collector Lincoln Pet Nov 6 Ord Nov 6
FRASER, JOSEPH, Blackburn, Tailor Blackburn Pet Oct 18 Ord Nov 5
GHEERTY, CARL, HERMANN, Bartlett's bldg, Holborn circus, Manufacturer High Court Pet Oct 19 Ord Nov 6
HARRISON, JOHN AUGUSTUS CHARLES, Chancery In, Engraver High Court Pet Nov 6 Ord Nov 6
HICKS, ROBERT, Metheringham, Lincs, Wheelwright Lincoln Pet Nov 6 Ord Nov 6
HOBBS, WILLIAM, Streatham High rd, Streatham Wandsworth Pet Sept 25 Ord Nov 6
HOWSHIP, FREDERICK JOHN, Plymouth, General Dealer Plymouth Pet Nov 5 Ord Nov 5
JACKSON, JOHN THOMAS, Leigh, Lancs, Furniture Dealer Bolton Pet Nov 5 Ord Nov 5
JOHNSON, WILLIAM, Lacey, Lines, Market Gardener Great Grimby Pet Nov 4 Ord Nov 4
JONES, LEWIS, Pontypridd, Glam, Haulier Pontypridd Pet Nov 4 Ord Nov 4
KOHL, JEAN, Tothill st, Westminster, Restaurant Proprietor High Court Pet Nov 4 Ord Nov 6
LYON, JACOB, Bishopgate st Without, Watch Importer High Court Pet Oct 1 Ord Nov 6
MASON, HERBERT FREDERICK, Withington, Lancs, Insurance Agent Stockport Pet Aug 1 Ord Nov 6
MELVERN, GEORGE WILLIAM, City rd, Islington, Engineer High Court Pet Oct 2 Ord Nov 5
MORAN, JAMES, Penydarren, Merthyr Tydfil, Mill Foreman Merthyr Tydfil Pet Nov 5 Ord Nov 5
PALMER, HERBERT JAMES, High Ogar, Essex, Brewers' Manager Chelmsford Pet Nov 6 Ord Nov 6
PALMER, MONTROSE ADDISON, Martock, Somerset, Printer Yeovil Pet Oct 20 Ord Nov 6
PARCELL, GEORGE, Leeds Leeds Pet Nov 6 Ord Nov 6
PLUMMER, WILLIAM, Nantyllyon, nr Maesteg, Glam, Collier Cardiff Pet Nov 5 Ord Nov 5
PROCOPIUS, NICHOLAS, Manchester, Tobacco Merchant Manchester Pet Nov 7 Ord Nov 7
PUNSHOR, ROBERT, Sunderland, Butcher Sunderland Pet Nov 4 Ord Nov 4
STOCKER, CHARLES, jun, Birmingham, Printers' Engineer Birmingham Pet Nov 4 Ord Nov 6
TUCKER, HERBERT JAMES, Plymouth, Butcher Plymouth Pet Nov 5 Ord Nov 5
WAUD, WILLIAM HENRY, Ridgway gds, Wimbledon Kingsway, Surrey Pet June 16 Ord Nov 6
WESTER, THOMAS, NORMAN FOTHERGILL WESTER, and CLIFFORD WESTER, Ackworth, Yorks, Quarry Owners Wakefield Pet Oct 7 Ord Nov 5
WILKINSON, EASTWOOD, Barnoldswick, Yorks, Laundry Proprietor Bradford Pet Nov 7 Ord Nov 7
WILLIAMS, JOSEPH, Islington green, Carpet Dealer High Court Pet Nov 6 Ord Nov 6
WILSON, WILLIAM, Spennymoor, Durham, Painter Durham Pet Oct 20 Ord Nov 4

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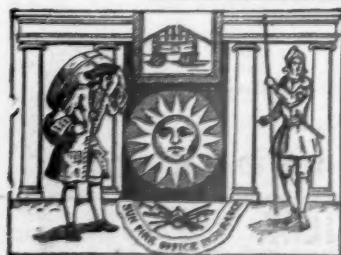
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